

QUEENSLAND INDUSTRIAL RELATIONS COMMISSION

*Industrial Relations Act 1999* - s. 698 - reprint of award

**EDWARD RIVER CROCODILE FARM PTY LTD ENTERPRISE AWARD - STATE 2005**

Following the Declaration of the General Ruling for Overtime Meal Allowance (matter numbers B/2010/34 and B/2010/38), the Edward River Crocodile Farm Pty Ltd Enterprise Award - State 2005 is hereby reprinted, pursuant to s. 698 of the *Industrial Relations Act 1999*.

I hereby certify that the Award contained herein is a true and correct copy of the Edward River Crocodile Farm Pty Ltd Enterprise Award - State 2005 as at 1 January 2011.

Dated 1 March 2011.

[L.S.] G.D. Savill  
Industrial Registrar

**EDWARD RIVER CROCODILE FARM PTY LTD ENTERPRISE AWARD - STATE 2005**

**PART 1 - APPLICATION AND OPERATION**

**1.1 Title**

This Award is known as the Edward River Crocodile Farm Pty Ltd Enterprise Award - State 2005.

**1.2 Arrangement**

Subject Matter	Clause No.
<b>PART 1 - APPLICATION AND OPERATION</b>	
Title	1.1
Arrangement	1.2
Date of operation	1.3
Award coverage	1.4
Definitions	1.5
Area of operation	1.6
Parties bound	1.7
<b>PART 2 - FLEXIBILITY</b>	
Enterprise flexibility	2.1
<b>PART 3 - COMMUNICATION, CONSULTATION AND DISPUTE RESOLUTION</b>	
Consultative mechanisms and procedures in the workplace	3.1
Grievance and dispute settling procedure	3.2
<b>PART 4 - EMPLOYER AND EMPLOYEES' DUTIES, EMPLOYMENT RELATIONSHIP AND RELATED ARRANGEMENTS</b>	
Employment categories	4.1
Full-time employment	4.2
Part-time employment	4.3
Casual employment	4.4
Multi-skilling	4.5
Anti-discrimination	4.6
Termination of employment	4.7
Introduction of changes	4.8
Redundancy	4.9
Continuity of service - transfer of calling	4.10

Subject Matter	Clause No.
<b>PART 5 - WAGES AND WAGE RELATED MATTERS</b>	
Wage rates	5.1
Allowances	5.2
Payment of wages	5.3
Superannuation	5.4
<b>PART 6 - HOURS OF WORK, BREAKS, OVERTIME, SHIFT WORK, WEEKEND WORK</b>	
Hours of work	6.1
Meal breaks	6.2
Rest pauses	6.3
Overtime	6.4
<b>PART 7 - LEAVE OF ABSENCE AND PUBLIC HOLIDAYS</b>	
Annual leave	7.1
Sick leave	7.2
Bereavement leave	7.3
Long service leave	7.4
Family leave	7.5
Public holidays	7.6
Jury service	7.7
<b>PART 8 - TRANSFERS, TRAVELLING AND WORKING AWAY FROM USUAL PLACE OF WORK</b>	
No provisions inserted in this Award relevant to this Part.	
<b>PART 9 - TRAINING AND RELATED MATTERS</b>	
Commitment to training	9.1
<b>PART 10 - OCCUPATIONAL HEALTH AND SAFETY MATTERS, EQUIPMENT, TOOLS AND AMENITIES</b>	
First aid equipment	10.1
Accident and sickness	10.2
<b>PART 11 - AWARD COMPLIANCE AND UNION RELATED MATTERS</b>	
Right of entry	11.1
Time and wages record	11.2
Trade Union training leave	11.3
Posting of award	11.4
Union encouragement	11.5

### **1.3 Date of operation**

This Award takes effect from 13 May 2005.

### **1.4 Award coverage**

1.4.1 This Award applies to Edward River Crocodile Farm Pty Ltd as employer, to all employees employed by the said company in or in connection with or incidental to its crocodile farming operations in North Queensland and the Union.

### **1.5 Definitions**

1.5.1 "Act" means the *Industrial Relations Act 1999* as amended or replaced from time to time.

1.5.2 "Commission" means the Queensland Industrial Relations Commission.

1.5.3 "Union" means The Australian Workers' Union of Employees, Queensland.

### **1.6 Area of operation**

For the purposes of this Award, the following division and district shall apply:

### 1.6.1 *Division*

Northern Division - That portion of the State along or north of a line commencing at the junction of the sea coast with the 21st parallel of south latitude; from that latitude due west to 147 degrees of east longitude; from that longitude due south to 22 degrees 30 minutes of south latitude; from that latitude due west to the western border of the State.

### 1.6.2 *District*

(a) Northern Division:

Eastern District - That portion of the Northern Division along or east of 144 degrees 30 minutes of east longitude.

Western District - The remainder of the Northern Division.

## **1.7 Parties bound**

This Award is legally binding on the employer and employees as prescribed by clause 1.4, the Union and its members.

## **PART 2 - FLEXIBILITY**

### **2.1 Enterprise flexibility**

2.1.1 As part of a process of improvement in productivity and efficiency, discussion should take place at each enterprise to provide more flexible working arrangements, improvement in the quality of working life, enhancement of skills, training and job satisfaction and to encourage consultative mechanisms across the workplace.

2.1.2 The consultative processes established in an enterprise in accordance with clause 2.1 may provide an appropriate mechanism for consideration of matters relevant to clause 2.1.1. Union delegates at the place of work may be involved in such discussions.

2.1.3 Any proposed genuine agreement reached between an employer and employee/s in an enterprise is contingent upon the agreement being submitted to the Commission in accordance with Chapter 6 of the Act and is to have no force or effect until approval is given.

## **PART 3 - COMMUNICATION, CONSULTATION AND DISPUTE RESOLUTION**

### **3.1 Consultative mechanisms and procedures in the workplace**

3.1.1 The parties to this Award are committed to co-operating positively to increase the efficiency, productivity and competitiveness of the industries covered by this Award and to enhance the career opportunities and job security of employees in such industries.

### **3.2 Grievance and dispute settling procedure**

The matters to be dealt with in this procedure shall include all grievances or disputes between an employee and an employer in respect to any industrial matter and all other matters that the parties agree on and are specified herein. Such procedures shall apply to a single employee or to any number of employees.

3.2.1 In the event of an employee having a grievance or dispute the employee shall in the first instance attempt to resolve the matter with the immediate supervisor, who shall respond to such request as soon as reasonably practicable under the circumstances. Where the dispute concerns alleged actions of the immediate supervisor the employee/s may bypass this level in the procedure.

3.2.2 If the grievance or dispute is not resolved under clause 3.2.1, the employee or the employee's representative may refer the matter to the next higher level of management for discussion. Such discussion should, if possible, take place within 24 hours after the request by the employee or the employee's representative.

3.2.3 If the grievance involves allegations of unlawful discrimination by a supervisor the employee may commence the grievance resolution process by reporting the allegations to the next level of management beyond that of the supervisor concerned. If there is no level of management beyond that involved in the allegation the employee may proceed directly to the process outlined at clause 3.2.5.

3.2.4 If the grievance or dispute is still unresolved after discussions mentioned in clause 3.2.2, the matter shall, in the case of a member of a Union, be reported to the relevant officer of that Union and the senior management of the employer or the employer's nominated industrial representative. An employee who is not a member of the Union

may report the grievance or dispute to senior management or the nominated industrial representative. This should occur as soon as it is evident that discussions under clause 3.2.2 will not result in resolution of the dispute.

- 3.2.5 If, after discussion between the parties, or their nominees mentioned in clause 3.2.4, the dispute remains unresolved after the parties have genuinely attempted to achieve a settlement thereof, then notification of the existence of the dispute is to be given to the Commission in accordance with the provisions of the Act.
- 3.2.6 Whilst all of the above procedure is being followed, normal work shall continue except in the case of a genuine safety issue.
- 3.2.7 The *status quo* existing before the emergence of the grievance or dispute is to continue whilst the above procedure is being followed.
- 3.2.8 All parties to the dispute shall give due consideration to matters raised or any suggestion or recommendation made by the Commission with a view to the prompt settlement of the dispute.
- 3.2.9 Any Order or Decision of the Commission (subject to the parties' right of appeal under the Act) will be final and binding on all parties to the dispute.
- 3.2.10 Discussions at any stage of the procedure shall not be unreasonably delayed by any party, subject to acceptance that some matters may be of such complexity or importance that it may take a reasonable period of time for the appropriate response to be made. If genuine discussions are unreasonably delayed or hindered, it shall be open to any party to give notification of the dispute in accordance with the provisions of the Act.

## **PART 4 - EMPLOYER AND EMPLOYEES' DUTIES, EMPLOYMENT RELATIONSHIP AND RELATED ARRANGEMENTS**

### **4.1 Employment categories**

4.1.1 Employees covered by this Award shall be advised in writing of their employment category upon appointment. Employment categories are:

- (a) Full-time;
- (b) Part-time (as prescribed in clause 4.3); and
- (c) Casual (as prescribed in clause 4.4).

### **4.2 Full-time employment**

"Full-time employee" means a person who is engaged to work on a full-time basis.

### **4.3 Part-time employment**

- 4.3.1 A part-time employee shall be defined as an employee who works not less than 8 ordinary hours per week and not more than 38 hours per week under this Award with a minimum payment of 2 hours per day with a regular number of ordinary hours per week. A part-time employee who works outside their ordinary rostered hours is to be paid as overtime.
- 4.3.2 Any variations to work patterns for part-time employees are to be in accordance with standard Award provisions for full-time employees.
- 4.3.3 Part-time employees are to be paid on a *pro rata* basis (proportionate to the number of hours worked) for wages and employment conditions as specified in this Award for full-time employees.
- 4.3.4 All other conditions for part-time employment other than those specified above, shall be those that apply to full-time employment.
- 4.3.5 An employee who does not meet the definition of a part-time employee and who is not a full-time employee will be paid as a casual employee in accordance with this Award.
- 4.3.6 Where an employee and the employer agree, part-time employment may be converted to full-time and *vice versa* on a permanent basis or for a specified period of time. If such as employee transfers from full-time to part-time (or *vice versa*) all accrued Award and legislative entitlements shall be maintained. Following transfer to part-time employment, accrual will occur in accordance with the provisions relevant to part-time employment.

### **4.4 Casual employment**

4.4.1 "Casual employee" means a person who is engaged by the hour on an irregular basis by an employer other than an employer in respect of which the employee is a full-time or part-time employee as defined. For the purposes of clause 4.4.1, all employers wholly or substantially owned or controlled by common interests shall be deemed to be a single employer.

4.4.2 The hourly rate for casual employees is to be ascertained by dividing the appropriate weekly rate of the relevant Grade prescribed for permanent employees of the same class by 38 and adding 23%. All casual employees shall be entitled to a minimum engagement of 2 hours' pay for each engagement. Casual employees are not entitled to annual leave or sick leave but are entitled to long service leave calculated in accordance with the Act.

#### **4.5 Multi-skilling**

The company and the employees shall undertake to partake in the highest level possible of formal, off-the-job and on-the-job training with the objective of achieving the highest level possible multi-skilled workforce so as to improve both flexibility and productivity.

#### **4.6 Anti-discrimination**

4.6.1 It is the intention of the parties to this Award to prevent and eliminate discrimination, as defined by the *Anti-Discrimination Act 1991* and the *Industrial Relations Act 1999* as amended from time to time, which includes:

(a) discrimination on the basis of sex, marital status, family responsibilities, pregnancy, parental status, age, race, impairment, religion, political belief or activity, trade Union activity, lawful sexual activity and association with, or relation to, a person identified on the basis of any of the above attributes;

(b) sexual harassment; and

(c) racial and religious vilification.

4.6.2 Accordingly, in fulfilling their obligations under the grievance and dispute settling procedure in clause 3.2, the parties to this Award must take reasonable steps to ensure that neither the Award provisions nor their operation are directly or indirectly discriminatory in their effects.

4.6.3 Under the *Anti-Discrimination Act 1991* it is unlawful to victimise an employee because the employee has made or may make or has been involved in a complaint of unlawful discrimination or harassment.

4.6.4 Nothing in clause 4.6 is to be taken to affect:

(a) any different treatment (or treatment having different outcomes) which is specifically exempted under the *Anti-Discrimination Act 1991*;

(b) an employee, employer or registered organisation pursuing matters of discrimination, including by application to the Human Rights and Equal Opportunity Commission/Anti-Discrimination Commission Queensland.

#### **4.7 Termination of Employment**

4.7.1 *Termination by the employer*

(a) In order to terminate the employment of an employee the employer shall give the following notice:

Period of Continuous Service	Period of Notice
not more than one year	1 week
more than one year, but not more than 3 years	2 weeks
more than 3 years, but not more than 5 years	3 weeks
more than 5 years	4 weeks

(b) In addition to the notice in clause 4.7.1 (a), employees over 45 years of age at the time of giving of notice and with not less than 2 years' continuous service, shall be entitled to an additional week's notice.

(c) Payment in lieu of notice shall be made if the appropriate notice is not given:

Provided that employment may be terminated by part of the period of notice specified and part-payment in lieu thereof.

(d) The period of notice in clause 4.7.1 shall not apply to casual employees nor in the case of dismissal for

misconduct (including dishonesty, intoxication or wilful disobedience) or other grounds that justify instant dismissal.

#### 4.7.2 *Notice of termination by employee*

- (a) 2 days' notice of termination is required to be given by the employee to the employer.
- (b) If an employee fails to give notice the employer shall have the right to withhold monies due to the employee with a maximum amount equal to the ordinary time rate for the period of notice.

#### 4.7.3 *Casual employees*

No notice is required to be given by the employer or the employee to terminate the hourly contract of employment of a casual employee.

### **4.8 Introduction of changes**

#### 4.8.1 *Employer's duty to notify*

- (a) Where an employer decides to introduce changes in production, program, organisation, structure or technology, that are likely to have significant effects on employees, the employer shall notify the employees who may be affected by the proposed changes and, where relevant, their Union or Unions.
- (b) "Significant effects" includes termination of employment, major changes in the composition, operation or size of the employer's workforce or in the skills required; the elimination or diminution of job opportunities or job tenure; the alteration of hours of work; the need for retraining or transfer of employees to other work or locations and the restructuring of jobs:

Provided that where the Award makes provision for alteration of any of the matters referred to herein an alteration shall be deemed not to have significant effect.

#### 4.8.2 *Employer's duty to consult over change*

- (a) The employer shall consult the employees affected and, where relevant, their Union or Unions about the introduction of the changes, the effects the changes are likely to have on employees (including the number and categories of employees likely to be dismissed, and the time when, or the period over which, the employer intends to carry out the dismissals), and the ways to avoid or minimise the effects of the changes (e.g. by finding alternate employment).
- (b) The consultation must occur as soon as practicable after making the decision referred to in clause 4.8.1 "Employer's duty to notify".
- (c) For the purpose of such consultation the employer shall provide in writing to the employees concerned and, where relevant, their Union or Unions, all relevant information about the changes including the nature of the changes proposed, the expected effects of the changes on employees, and any other matters likely to affect employees, provided that an employer shall not be required to disclose confidential information, the disclosure of which would be adverse to the employer's interests.

### **4.9 Redundancy**

#### 4.9.1 *Consultation before terminations*

- (a) Where an employer decides that the employer no longer wishes the job the employee has been doing to be done by anyone, and this is not due to the ordinary and customary turnover of labour, and that decision may lead to termination of employment, the employer shall consult the employee directly affected and where relevant, their Union or Unions.
- (b) The consultation shall take place as soon as it is practicable after the employer has made a decision, which will invoke the provisions of clause 4.9.1(a) and shall cover the reasons for the proposed terminations, measures to avoid or minimise the terminations and/or their adverse affects on the employees concerned.
- (c) For the purpose of the consultation the employer shall, as soon as practicable, provide in writing to the employees concerned and, where relevant, their Union or Unions, all relevant information about the proposed terminations including the reasons for the proposed terminations, the number and categories of employees likely to be affected, the number of workers normally employed and the period over which the terminations are likely to be carried out:

Provided that an employer shall not be required to disclose confidential information, the disclosure of which

would be adverse to the employer's interests.

#### 4.9.2 *Transfer to lower paid duties*

- (a) Where an employee is transferred to lower paid duties for reasons set out clause 4.9.1 the employee shall be entitled to the same period of notice of transfer as the employee would have been entitled to if the employee's employment had been terminated under clause 4.7.
- (b) The employer may, at the employer's option, make payment in lieu thereof of an amount equal to the difference between the former amounts the employer would have been liable to pay and the new lower amount the employer is liable to pay the employee for the number of weeks of notice still owing.
- (c) The amounts must be worked out on the basis of:
  - (i) the ordinary working hours to be worked by the employee; and
  - (ii) the amounts payable to the employee for the hours including for example, allowances, loadings and penalties; and
  - (iii) any other amounts payable under the employee's employment contract.

#### 4.9.3 *Transmission of business*

- (a) Where a business is, whether before or after the date of insertion of this clause in the Award transmitted from an employer (transmitter) to another employer (transmittee), and an employee who at the time of such transmission was an employee of the transmitter of the business, becomes an employee of the transmittee:
  - (i) the continuity of the employment of the employee shall be deemed not to have been broken by reason of such transmission; and
  - (ii) the period of employment which the employee has had with the transmitter or any prior transmitter shall be deemed to be service of the employee with the transmittee.
- (b) In clause 4.9.3, "business" includes trade, process, business or occupation and includes a part or subsidiary (which means a corporation that would be taken to be a subsidiary under the Corporations Law, whether or not the Corporations Law applies in the particular case) of any such business and 'transmission' includes transfer, conveyance, assignment or succession whether by agreement or by operation of law and 'transmitted' has a corresponding meaning.

#### 4.9.4 *Time off during notice period*

- (a) Where a decision has been made to terminate an employee in the circumstances outlined in clause 4.9.1, the employee shall be allowed up to one day's time off without loss of pay during each week of notice for the purpose of seeking other employment.
- (b) If the employee has been allowed paid leave for more than one day during the notice period for the purpose of seeking other employment, the employee shall, at the request of the employer, be required to produce proof of attendance at an interview or the employee shall not receive payment for the time absent. For this purpose a statutory declaration will be sufficient.

#### 4.9.5 *Notice to Centrelink*

Where a decision has been made to terminate employees in the circumstances outlined in clause 4.9.1, the employer shall notify Centrelink as soon as possible giving all relevant information about the proposed terminations, including a written statement of the reasons for the terminations, the number and categories of the employees likely to be affected, the number of workers normally employed and the period over which the terminations are intended to be carried out.

#### 4.9.6 *Severance pay*

- (a) In addition to the period of notice prescribed for ordinary termination in clause 4.7.1(a), and subject to further order of the Commission, an employee whose employment is terminated for reasons set out in clause 4.9.1(a) shall be entitled to the following amounts of severance pay:

Period of Continuous Service	Severance Pay (weeks' pay)
Less than 1 year	nil
1 year but not more than 2 years	4

Period of Continuous Service	Severance Pay (weeks' pay)
More than 2 years but not more than 3 years	6
More than 3 years but not more than 4 years	7
More than 4 years but not more than 5 years	8
More than 5 years but not more than 6 years	9
More than 6 years but not more than 7 years	10
More than 7 years but not more than 8 years	11
More than 8 years but not more than 9 years	12
More than 9 years but not more than 10 years	13
More than 10 years but not more than 11 years	14
More than 11 years but not more than 12 years	15
More than 12 years	16

(b) "Weeks' Pay" means the ordinary time rate of pay for the employee concerned:

Provided that the following amounts are excluded from the calculation of the ordinary time rate of pay: overtime, penalty rates, disability allowances, shift allowances, special rates, fares and travelling time allowances, bonuses and any other ancillary payments.

#### 4.9.7 *Superannuation benefits*

An employer may make an application to the Commission for relief from the obligation to make severance payments in circumstances where:

- (a) the employer has contributed to a superannuation scheme which provides a particular benefit to an employee in a redundancy situation; and
- (b) the particular benefit to the employee is over and above any benefit the employee might obtain from any legislative scheme providing for superannuation benefits (currently the federal Superannuation Guarantee levy) or an award based superannuation scheme.

#### 4.9.8 *Employee leaving during notice*

An employee whose employment is terminated for reasons set out in clause 4.9.1(a), may terminate such employment during the period of notice, and, if so, shall be entitled to the same benefits and payments under this clause had such employee remained with the employer until the expiry of such notice:

Provided that in such circumstances the employee shall not be entitled to payment in lieu of notice.

#### 4.9.9 *Alternative employment*

An employer, in a particular case, may make application to the Commission to have the general severance pay prescription amended if the employer obtains acceptable alternative employment for an employee.

#### 4.9.10 *Employees with less than one year's service*

Clause 4.9 shall not apply to employees with less than one year's continuous service and the general obligation on employers should be no more than to give relevant employees an indication of the impending redundancy at the first reasonable opportunity, and to take such steps as may be reasonable to facilitate the obtaining by the employees of suitable alternative employment.

#### 4.9.11 *Employees exempted*

Clause 4.9 shall not apply:

- (a) where employment is terminated as a consequence of misconduct on the part of the employee; or
- (b) to employees engaged for a specific period or task(s), or
- (c) to casual employees

#### 4.9.12 *Employers exempted*

- (a) Subject to an order of the Commission, in a particular redundancy case, clause 4.9 shall not apply to an employer including a company or companies that employ employees working a total of fewer than 550 hours on average per week, excluding overtime, Monday to Sunday. The 550 hours shall be averaged over the



previous 12 months.

(b) A "company" shall be defined as:

- (i) a company and the entities it controls; or
- (ii) a company and its related company or related companies; or
- (iii) a company where the company or companies has a common Director or common Directors or a common shareholder or common shareholders with another company or companies.

#### 4.9.13 *Exemption where transmission of business*

(a) The provisions of clause 4.9.6 are not applicable where a business is before or after the date of the insertion of this clause into the Award, transmitted from an employer (transmitter) to another employer (transmittee), in any of the following circumstances:

- (i) where the employee accepts employment with the transmittee which recognises the period of continuous service which the employee had with the transmitter, and any prior transmitter, to be continuous service of the employee with the transmittee; or
- (ii) where the employee rejects an offer of employment with the transmittee:
  - (A) in which the terms and conditions are substantially similar and no less favourable, considered on an overall basis, than the terms and conditions applicable to the employee at the time of ceasing employment with the transmitter; and
  - (B) which recognises the period of continuous service which the employee had with the transmitter and any prior transmitter to be continuous service of the employee with the transmittee.

(b) The Commission may amend clause 4.9.13(a)(ii) if it is satisfied that it would operate unfairly in a particular case, or in the instance of contrived arrangements.

#### 4.9.14 *Incapacity to pay*

An employer in a particular redundancy case may make application to the Commission to have the general severance pay prescription amended on the basis of the employer's incapacity to pay.

### **4.10 Continuity of service - transfer of calling**

In cases where a transfer of calling occurs, continuity of service should be determined in accordance with sections 67-71 of the Act, as amended from time to time.

## **PART 5 - WAGES AND WAGE RELATED MATTERS**

### **5.1 Wages rates**

5.1.1 The minimum rates of wages payable to the following classes of employees shall be:

Classification	Award rate per week \$
Farm hand	591.75
Leading hand	607.65

Note 1: The rates of pay in this Award are intended to include the arbitrated wage adjustment payable under the 1 September 2010 Declaration of General Ruling and earlier Safety Net Adjustments and arbitrated wage adjustments. This arbitrated wage adjustment may be offset against any equivalent amount in rates of pay received by employees whose wages and conditions of employment are regulated by this Award which are above the wage rates prescribed in the Award. Such payments include wages payable pursuant to certified agreements, currently operating enterprise flexibility agreements, Queensland workplace agreements, award amendments to give effect to enterprise agreements and overaward arrangements. Absorption which is contrary to the terms of an agreement is not required.

Increases made under previous State Wage Cases or under the current Statement of Principles, excepting those resulting from enterprise agreements, are not to be used to offset arbitrated wage adjustments.

5.1.2 *Overaward payment* - "Overaward" payment is defined as the amount in rates of pay which an employee would receive in excess of the minimum award wage as prescribed in this Award for the classification in which such employee is engaged:

Provided that this definition shall exclude overtime, shift allowances, penalty rates, expense related allowances, industry allowances, disability allowances, vacation allowances, special rates or allowances, responsibility allowances, or any other ancillary payments of a like nature described by this Award.

5.1.3 *Juniors*

	Percentage of farm hands rate %
Under 17 years	50
17 and under 18 years	60
18 and under 19 years	75
19 and under 20 years	90
and thereafter at the prescribed weekly rate of pay for a farm hand	

Junior rates shall be calculated in multiples of 10 cents with any result of 5 cents or more being taken to the next highest 10 cent multiple.

## 5.2 Allowances

5.2.1 *Piecework* - Piecework shall be allowed under the terms of this Award. The rates for such piecework shall be fixed to enable the average competent employee to earn not less than the weekly rate prescribed for adult farm hands performing such work plus 30%.

This clause has been inserted as a result of an application to make this Award arising from the decision of the Full Bench of the Commission on 30 June 2004 and published at (2004 ) 176 QGIG 494 to move to declare Industrial Agreements obsolete. Given the origin of the clause the provisions contained within it are not be used as a precedent for any other matters whatsoever.

5.2.2 *Special allowances* - In addition to the wage rate prescribed herein employees shall be paid a bonus of 6% of the rate contained in clause 5.1 of this Award for completion of a full 38 hour week.

The payment shall also be made for period of annual leave approved such leave and public holidays for which the employee is otherwise entitled to payment.

This clause has been inserted as a result of an application to make this Award arising from the decision of the Full Bench of the Commission on 30 June 2004 and published at (2004) 176 QGIG 494 to move to declare Industrial Agreements obsolete. Given the origin of the clause the provisions contained within it are not be used as a precedent for any other matters whatsoever.

5.2.3 *Divisional and District allowances* - Adult employees in the Western District of the Northern Division shall be paid \$3.25 per week in addition to the rates prescribed for the corresponding Eastern District.

## 5.3 Payment of wages

Wages shall be paid at least once in each fortnight in the employer's time.

## 5.4 Superannuation

5.4.1 In addition to any other entitlement to this Award, eligible employees shall be entitled to Superannuation payments made by the employer into an approved Occupational Superannuation fund in accordance with the following provisions of clause 5.4

### *Definitions*

(a) "Eligible employees" means:

- (i) an employee engaged on a weekly rate of wages; or
- (ii) a casual employee engaged for 16 hours or more in any one week; or
- (iii) a trainee engaged under an appropriate Traineeship; or

(iv) a part-time employee engaged for twelve hours or more in any one week.

(b) "The approved fund" means Sunsuper.

(c) "Ordinary time earnings" means the Award wage rate for the classification of the employee concerned including casual loading and leading hand allowance or other special allowance where relevant, and any over-Award payment.

#### 5.4.2 *Qualifying period*

(a) All employees shall complete 2 continuous calendar months of service with the company before they are eligible to join the approved fund.

(b) Contributions are to be retrospective to the employees date of commencement following this 2 month period but not earlier than 1 January 1989.

#### 5.4.3 *Contributions*

(a) The employer shall contribute into the approved fund a minimum of 9% of ordinary time earnings (as defined herein) per week on behalf of each eligible employee classified under this Award. Such contribution shall be rounded off to the nearest 10 cents.

(b) The employer may suspend for the applicable period contributions made on behalf of an employee if the employee is absent from the work place other than for annual leave, long service leave, public holidays, paid sick leave, or workers compensation leave for a period of not more than 26 weeks.

(c) The employer shall remit contributions to the approved fund on a monthly basis, when applicable.

(d) Eligible employees may personally contribute additional amounts to the approved fund in addition to the minimum employer's contributions as set out in clause 5.4.3(a) by way of voluntary contributions and the employer shall (at the employee's written request) make arrangements for authorised deductions from the employee's pay to be forwarded to the administration of the approved fund.

(e) No additional amount shall be paid by the employer for the establishment, administrative, management or any other charges in connection with the approved fund.

(f) Nothing in clause 5.4 will act to diminish the rights and responsibility of the Trustee of the approved fund as set out in accordance with the Deed of Trust and rules thereto as amended.

## **PART 6 - HOURS OF WORK, BREAKS, OVERTIME, SHIFT WORK, WEEKEND WORK**

### **6.1 Hours of work**

6.1.1 The ordinary working hours shall be 38 per week.

(a) Such hours shall be worked in 5 periods of 8 hours per day, Monday to Friday inclusive, exclusive of meal break.

(b) For particular husbandry requirements associated with crocodiles and for employees to perform their banking of wages at Pormpuraaw the ordinary working hours shall be allowed to be worked in a maximum of up to 5 periods of up to 10 hours per day, Monday to Friday inclusive, exclusive of meal break.

(c) The starting and finishing time shall be fixed by mutual agreement between representatives of the employer and the District Secretary of the Union.

#### 6.1.2 *Operation of 38 hour week*

(a) Subject to clause 6.1.3 (Implementation of a 38 hour week), and subject to the exceptions hereinafter provided, the ordinary hours of work shall be an average of 38 per week, to be worked on one of the following bases:

(i) 38 hours within a cycle not exceeding 7 consecutive days; or

(ii) 76 hours within a work cycle not exceeding 14 consecutive days; or

(iii) 114 hours within a work cycle not exceeding 21 consecutive days; or

(iv) 152 hours within a work cycle not exceeding 28 days.

- (c) The ordinary hours of work shall not exceed 10 hours per day.
- (c) Where necessary, employees shall commence their ordinary hours and breaks at different times to ensure continuity of service.
- (d) The ordinary starting and finishing times may be altered to suit geographic, safety, climatic or traffic conditions by the employer with the agreement of the majority of employees concerned:

Provided that any such altered starting and finishing time will not invoke any penalty payment that would not be payable if the Award spread of hours was observed.

- (e) Employees are required to observe the nominated starting and finishing times for the work day, including designated breaks to maximise available working time. Preparation for work and cleaning up of the employee's person shall be in the employee's time.
- (f) Where a rostered day falls on a public holiday, the following day may be taken where practicable in lieu thereof or the employee and the employer may agree to an alternative day off duty as substitution.

(g) Pay averaging

Employees shall be entitled to a week's wages in accordance with clause 5.1 for each week of the cycle.

(h) The entitlement to a rostered day off on full pay shall be subject to the following:

- (i) Each day of paid leave taken (not including annual leave, long service leave) and any public holiday occurring during any cycle of 4 weeks shall be regarded as a day worked for accrual purposes.
- (ii) An employee who has not worked a complete 4 week cycle in order to accrue a rostered day off shall be paid a *pro rata* amount for credits accrued for each day worked in such cycle payable for the rostered day off (i.e. an amount of 24 minutes for each 8 hour day worked or 2 hours for each 40 hours worked).

For the purposes of clause 6.1.2(h), "worked" includes paid leave referred to in clause 6.1.2(h)(i).

(i) Sickness on a rostered day off which has resulted from the 19 day month work cycle

Where an employee is sick or injured on their rostered day off the employee shall not be entitled to sick pay nor shall their sick pay entitlement be reduced as a result of the sickness or injury on that day.

(j) Payment of wages

In the event that an employee by virtue of the arrangement of the employee's ordinary working hours is rostered off duty on a day which coincides with pay day, such employee shall be paid no later than the working day immediately following such pay day.

### 6.1.3 Implementation of a 38 hour week

- (a) The 38 hour week shall be implemented on one of the following bases, most suitable to each location, after consultation with and giving reasonable consideration to the wishes of the employees concerned:
  - (i) by employees working less than 8 ordinary hours each day; or
  - (ii) by employees working less than 8 ordinary hours on one or more days each work cycle; or
  - (iii) by fixing one or more work days on which all employees will be off during a particular work cycle; or
  - (iv) by rostering employees off on various days of the week during a particular work cycle, so that each employee has one work day off during that cycle.
- (b) Subject to clause 6.1.2, employees may agree that the ordinary hours of work are to exceed 8 on any day, thus enabling more than one work day to be taken off during a particular work cycle.
- (c) Notwithstanding any other provision in clause 6.1.2, where the arrangement of ordinary hours of work provides for a rostered day off, the employer and the employee concerned, may agree to accrue up to a maximum of 5 rostered days off. Where such agreement has been reached, the accrued rostered days off shall be taken within 12 calendar months of the date on which the first rostered day off was accrued. Consent to accrue rostered days off shall not be unreasonably withheld by either party.
- (d) Different methods of implementation of the 38 hour week may apply to individual employees, groups or sections

of employees in each location concerned.

#### 6.1.4 *Procedure for discussions - 38 hour week*

- (a) The employer and all employees concerned in each establishment shall consult over the most appropriate means of implementing and working a 38 hour week.
- (b) The object of such consultation shall be to reach agreement on the method of implementing and working the 38 hour week in accordance with clause 6.1.
- (c) The outcome of such consultation shall be recorded in writing.
- (d) In cases where agreement cannot be reached as a result of consultation between the parties, either party may request the assistance or advice of their relevant employee or employer organisation.
- (e) Notwithstanding the consultative procedures outlined above, and notwithstanding any lack of agreement by employees, the employer shall have the right to make the final determination as to the method by which the 38 hour week is implemented from time to time.
- (f) After implementation of the 38 hour week, upon giving 7 days' notice, or such shorter period as may be mutually agreed upon, the method of working the 38 hour week may be altered, from time to time, following negotiations between the employer and employees concerned, utilising the foregoing provisions of clause 6.1.4, including 6.1.4 (e).

6.1.5 A roster setting out the employee's days off duty and starting and finishing times on such days shall be displayed in a place conveniently accessible to employees at least 3 days before the commencement of each week.

6.1.6 Rosters shall provide a minimum of 10 hours break between the finish of ordinary hours on one day and the commencement of ordinary hours on the following day.

## **6.2 Meal breaks**

6.2.1 Employees shall be allowed one hour for the midday meal on each day Monday to Friday. Such meal break shall be taken as mutually arranged between the fourth and sixth hours after ordinary starting time.

6.2.2 All work directed to be performed during the normal meal break shall be paid for at the rate of double time, such payment to continue until a meal break has commenced. Such meal break shall be of the prescribed duration.

## **6.3 Rest Pauses**

6.3.1 Every employee covered by this Award shall be entitled to a rest pause of not less than 10 minutes duration in both the first and second half of his daily work. Such rest pauses shall be taken at such times as will not interfere with the continuity of work.

## **6.4 Overtime**

6.4.1 All time worked in excess of 8 hours per day or 38 hours per week or before the fixed starting time or after the fixed ceasing time on any day shall be deemed overtime:

Provided that where work is performed in accordance with clause 6.1.1(b) all time worked in excess of 10 hours per day in lieu of 8 hours as herein before provided shall be deemed overtime.

(a) All overtime worked Monday to Saturday shall be paid for at the rate of time and one-half for the first 3 hours and double time thereafter, each day to stand alone for the purpose of computing overtime payments:

Provided further that any employee who works on Saturday shall have a minimum of 4 hours work or payment therefore at the appropriate rate.

(b) All time worked on Sundays shall be paid for at the rate of double time, with a minimum of 4 hours work or payment therefore at the appropriate rate.

(c) Employees required to continue working for more than one hour after the fixed ceasing time shall be allowed one half-hour for crib to be taken at a time mutually agreed upon, and shall be provided with a meal by the employer or paid a meal allowance of \$12.10. If required to continue working for a further 4 hours or more, employees shall be allowed 45 minutes for crib after each further 4 hours worked. No deduction of pay shall be made for any such crib break or breaks, and each employee shall be provided with a meal by the employer, or paid a meal allowance of \$12.10 at any such crib break.

(d) An employee who works so much overtime between the termination of their ordinary work on one day and the commencement of their ordinary work on the next that they have not at least 10 consecutive hours off duty between those times shall, subject to clause 6.4.1(d) be released after completion of such overtime until they have had 10 consecutive hours off duty without loss of pay for ordinary working time occurring during such absence. If, on the instructions of the employer such an employee resumes or continues work without having had such 10 consecutive hours off duty, they shall be paid double rates until they are released from duty of such period and they shall then be entitled to be absent until they have had 10 consecutive hours off duty without loss of pay for ordinary working-time occurring during such absence.

(e) All overtime worked by shift workers shall be paid for at the rate of double time.

## **PART 7 - LEAVE OF ABSENCE AND PUBLIC HOLIDAYS**

### **7.1 Annual leave**

7.1.1 Every employee (other than a casual employee) covered by this Award shall at the end of each year of employment be entitled to annual leave on full pay of not less than 4 weeks.

7.1.2 Such annual leave shall be exclusive of any public holiday which may occur during the period of that annual leave and (subject to clause 7.1.7) shall be paid for by the employer in advance:

(a) in the case of any and every employee in receipt immediately prior to that leave of ordinary pay at a rate in excess of the ordinary rate payable under this Award at that excess rate; and

(b) in every other case, at the ordinary rate payable to the employee concerned immediately prior to that leave under this Award.

7.1.3 If the employment of any employee is terminated at the expiration of a full year of employment, the employer shall be deemed to have given the leave to the employee from the date of the termination of the employment and shall forthwith pay to the employee in addition to all other amounts due to the employee, the employee's pay, calculated in accordance with clause 7.1.7, for 4 weeks and also, the employee's ordinary pay for any public holiday occurring during such period of 4 weeks.

7.1.4 If the employment of any employee is terminated before the expiration of a full year of employment, such employee shall be paid, in addition to all other amounts due to the employee, an amount equal to 1/12<sup>th</sup> of the employee's pay for the period of employment calculated in accordance with clause 7.1.7.

7.1.5 Reasonable notice of the commencement of annual leave shall be given to the employee.

7.1.6 Except as hereinbefore provided it shall not be lawful for the employer to give or for any employee to receive payment in lieu of annual leave.

7.1.7 *Calculation of annual leave pay* - In respect to annual leave entitlements to which clause 7.1 applies, annual leave pay (including any proportionate payments) shall be calculated as follows:

(a) Leading hands - Subject to clause 7.1.7(c), leading hand allowances and amounts of a like nature otherwise payable for ordinary time worked shall be included in the wages to be paid to employees during annual leave.

(b) All employees - Subject to the provisions of clause 7.1.7(c), in no case shall the payment by an employer to an employee be less than the sum of the following amounts:

(i) the employee's ordinary wage rate as prescribed by the Award for the period of the annual leave (excluding shift premiums and week-end penalty rates);

(ii) leading hand allowance or amounts of a like nature;

(iii) a further amount calculated at the rate of 17.5% of the amounts referred to in clauses 7.1.7(b)(i) and 7.1.7(b)(ii).

(c) The provisions of clause 7.1.7(b) shall not apply to the following:

(i) to any period of annual leave exceeding 4 weeks.

(ii) employers (and their employees) who are already paying (or receiving) an annual leave bonus, loading or other annual leave payment which is not less favourable to employees.

7.1.8 An employee who suffers personal illness for a period of 5 days or more whilst on annual leave shall have their sick leave entitlement debited and their annual leave entitlement credited to the extent of that period if they

furnish the Company with satisfactory proof of the illness and the period of illness and that they have sufficient unused paid sick leave entitlement to their credit. On the resumption of work, the employee may be required to visit a medical practitioner nominated by the Company.

## **7.2 Sick leave**

### *7.2.1 Entitlement*

(a) Every employee, except casuals and school-based apprentices and trainees, is entitled to 60.8 hours' sick leave for each completed year of their employment with their employer:

Provided that part-time employees accrue sick leave on a proportional basis.

(b) This entitlement will accrue at the rate of 7.6 hours' sick leave for each 6 weeks of employment.

(c) Payment for sick leave will be made based on the number of hours which would have been worked by the employee if the employee were not absent on sick leave.

(d) Sick leave may be taken for part of a day.

(e) Sick leave shall be cumulative, but unless the employer and employee otherwise agree, no employee shall be entitled to receive, and no employer shall be bound to make, payment for more than 13 weeks' absence from work through illness in any one year.

### *7.2.2 Employee must give notice*

The payment of sick leave is subject to the employee promptly advising the employer of the employee's absence and its expected duration.

### *7.2.3 Evidence supporting a claim*

When the employee's absence is for more than 2 days the employee is required to give the employer a doctor's certificate, or other reasonably acceptable evidence, about the nature and approximate duration of the illness.

### *7.2.4 Accumulated sick leave*

An employee's accumulated sick leave entitlements are preserved when:

(a) the employee is absent from work on unpaid leave granted by the employer;

(b) the employer or employee terminates the employee's employment and the employee is re-employed within 3 months;

(c) the employee's employment is terminated because of illness or injury and the employee is re-employed by the same employer without having been employed in the interim.

The employee accumulates sick leave entitlements whilst absent from work on paid leave granted by the employer.

### *7.2.5 Workers' compensation*

Where an employee is in receipt of workers' compensation, the employee is not entitled to payment of sick leave.

## **7.3 Bereavement leave**

### *7.3.1 Full-time and part-time employees*

Full-time and part-time employees shall, on the death of a member of their immediate family or household in Australia, be entitled to paid bereavement leave up to and including the day of the funeral of such person. Such leave shall be without deduction of pay for a period not exceeding the number of hours worked by the employee in 2 ordinary days of work. Proof of such death is to be furnished by the employee to the satisfaction of the employer.

For the purposes of clause 7.3, the words "wife" and "husband" shall include a person who lives with the employee as a *de facto* wife or husband:

Provided the employee shall be entitled to a maximum of 3 days' leave without loss of pay on each occasion and on the production of satisfactory evidence of the death outside Australia of an employee's husband, wife, father or mother, and where such employee travels outside of Australia to attend the funeral.

### 7.3.2 Long-term casual employees

- (a) A long-term casual employee is entitled to at least 2 days unpaid bereavement leave on the death of a member of the person's immediate family or household in Australia.
- (b) A "long-term casual employee" is a casual employee engaged by a particular employer, on a regular and systematic basis, for several periods of employment during a period of at least one year immediately before the employee seeks to access an entitlement under clause 7.3.2.

### 7.3.3 "Immediate family" includes:

- (a) A spouse (including a former spouse, a *de facto* spouse and a former *de facto* spouse, spouse of the same sex) of the employee; and
- (b) A child or an adult child (including an adopted child, a foster child, an ex-foster child, a stepchild or an ex-nuptial child), parent, grandparent, grandchild or sibling of the employee or spouse of the employee.

### 7.3.4 Unpaid leave

An employee with the consent of the employer, may apply for unpaid leave when a member of the employee's immediate family or household in Australia dies and the period of bereavement leave entitlement provided above is insufficient.

## 7.4 Long service leave

All employees covered by this Award are entitled to long service leave on full pay under, subject to, and in accordance with, the provisions of Chapter 2, Part 3, sections 42-58 of the Act as amended from time to time.

## 7.5 Family leave

The provisions of the Family Leave Award 2003 apply to and are deemed to form part of this Award.

### 7.5.1 It is to be noted that:

- (a) part-time work can be performed by agreement in the circumstances specified in the Family Leave Award 2003;
- (b) a copy of the Family Leave Award 2003 is required to be displayed in accordance with section 697 of the Act.

### 7.5.2 The Family Leave Award 2003 also provides for the terms and conditions of leave associated with:

- (a) Maternity leave
- (b) Parental leave
- (c) Adoption leave
- (d) Special responsibility leave for the care and support of the employee's immediate family or household.

## 7.6 Public holidays

### 7.6.1 Subject to clause 7.6.7 all work done by any employee on:

- the 1st January;
- the 26th January;
- Good Friday;
- Easter Saturday (the day after Good Friday);
- Easter Monday;
- the 25th April (Anzac Day);
- The Birthday of the Sovereign;
- Christmas Day;
- Boxing Day; or
- any day appointed under the *Holidays Act 1983*, to be kept in place of any such holiday

will be paid for at the rate of double time and a-half with a minimum of 4 hours.

### 7.6.2 Labour Day



All employees covered by this Award are entitled to be paid a full day's wage for Labour Day (the first Monday in May or other day appointed under the *Holidays Act 1983*, to be kept in place of that holiday) irrespective of the fact that no work may be performed on such day, and if any employee concerned actually works on Labour Day, such employee will be paid a full day's wage for that day and in addition a payment for the time actually worked by the employee at one and a-half times the ordinary time rate of pay prescribed for such work with a minimum of 4 hours.

#### 7.6.3 *Annual show*

All work done by employees in a district specified from time to time by the Minister by notification published in the *Industrial Gazette* on the day appointed under the *Holidays Act 1983*, to be kept as a holiday in relation to the annual agricultural, horticultural or industrial show held at the principal city or town, as specified in such notification of such district will be paid for at the rate of double time and a-half with a minimum of 4 hours.

In a district in which a holiday is not appointed for an annual agricultural, horticultural or industrial show, the employee and employer must agree on an ordinary working day that is to be treated as a show holiday for all purposes.

#### 7.6.4 *Employees who do not work Monday to Friday of each week*

Employees who do not ordinarily work Monday to Friday of each week are entitled to public holidays as follows:

(a) a full-time employee is entitled to either payment for each public holiday or a substituted day's leave.

(b) a part-time employee is entitled to either payment for each public holiday or a substituted day's leave:

Provided that the part-time employee would have been ordinarily rostered to work on that day had it not been a public holiday;

(c) where a public holiday would have fallen on a Saturday or a Sunday but is substituted for another day all employees who would ordinarily have worked on such Saturday or Sunday but who are not rostered to work on such day are entitled to payment for the public holiday or a substituted day's leave;

(d) where Christmas Day falls on a Saturday or a Sunday and the public holiday is observed on another day an employee required to work on Christmas Day (i.e. 25th December) is to be paid at the rate of double time; and

(e) nothing in clause 7.6.4 confers a right to any employee to payment for a public holiday as well as a substituted day in lieu.

#### 7.6.5 *Double time and a-half*

For the purposes of clause 7.6 "double time and a-half" means one and a-half day's wages in addition to the employee's ordinary time rate of pay or *pro rata* if there is more or less than a day.

#### 7.6.6 *Stand down*

Any employee, with 2 weeks or more of continuous service, whose employment has been terminated by the employer or who has been stood down by the employer during the month of December, and who is re-employed in January of the following year, shall be entitled to payment at the ordinary rate payable to that employee when they were dismissed or stood down, for any one or more of the following holidays, namely, Christmas Day, Boxing Day and New Year's Day.

#### 7.6.7 *Substitution*

Where there is agreement between the employer and the majority of employees concerned, a public holiday may be substituted for another day. If such other day is worked, then payment for that day will be at the rate of double time and a-half at the employees' ordinary time rate of pay.

### 7.7 **Jury service**

(a) An employee, other than a casual employee, required to attend for jury service during their ordinary working hours shall be reimbursed by the employer an amount equal to the difference between the amount paid in respect of their attendance for such jury service and the ordinary pay the employee would have been paid if the employee was not absent on jury service.

(b) Alternatively, by agreement, fees (other than meal allowance) received by the employee to attend jury service will be paid to the employer and the employer will continue to pay the employee their ordinary pay for the time the employee was absent on jury service.

- (c) Employees shall notify their employer as soon as practicable of the date upon which they are required to attend for jury service and shall provide their employer with proof of such attendance, the duration of such attendance and the amount received in respect thereof.
- (d) If the employee is not required to serve on a jury for a day or part of a day after attending for jury service and the employee would ordinarily be working for all or part of the remaining day, the employee must, if practicable, present for work at the earliest reasonable opportunity.
- (e) "Ordinary pay" means the rate of pay that an employee would normally expect to receive for working ordinary hours on an ordinary day of the week, including any over-award payment. "Ordinary pay" excludes overtime, penalty rates of all types - including those attaching to working ordinary hours (for example) on a Saturday, disability allowances, shift allowances, special rates, fares and travelling time allowances, bonuses and other ancillary payments of a like nature.

## **PART 8 - TRANSFERS, TRAVELLING AND WORKING AWAY FROM USUAL PLACE OF WORK**

No provisions inserted in this Award relevant to this Part.

## **PART 9 - TRAINING AND RELATED MATTERS**

### **9.1 Commitment to training**

The parties to this Award recognise that in order to increase the efficiency and productivity of the enterprise and also the national and international competitiveness of the industries covered by this Award, a greater commitment to training and skill development is required. Accordingly, the parties commit themselves to:

- 9.1.1 Developing a more highly skilled and flexible workforce;
- 9.1.2 Providing employees with career opportunities through appropriate training to acquire additional skills; and
- 9.1.3 Removing barriers to the use of skills acquired.

## **PART 10 - OCCUPATIONAL HEALTH AND SAFETY MATTERS, EQUIPMENT, TOOLS AND AMENITIES**

### **10.1 First aid equipment**

The employer shall keep on the premises a full supply of bandages and all other first aid requisites as are necessary.

### **10.2 Accident and sickness**

Where employees are injured seriously or fall seriously ill at their work, the employer shall provide means of getting them to the nearest hospital, or pay expenses to transmission to hospital.

## **PART 11 - AWARD COMPLIANCE AND UNION RELATED MATTERS**

### **Preamble**

Clauses 11.1 and 11.2 replicate legislative provisions contained within the Act. In order to ensure the currency of existing legal requirements parties are advised to refer to sections 366, 372 and 373 of the Act as amended from time to time.

### **11.1 Right of entry**

#### *11.1.1 Authorised industrial officer*

- (a) An "Authorised industrial officer" is any Union official holding a current authority issued by the Industrial Registrar.
- (b) Right of entry is limited to workplaces where the work performed falls within the registered coverage of the Union.

#### *11.1.2 Entry procedure*

- (a) The authorised industrial officer is entitled to enter the workplace during normal business hours as long as:
  - (i) the authorised industrial officer alerts the employer or other person in charge of the workplace to their presence; and

- (ii) shows their authorisation upon request.
- (b) Clause 11.1.2(a)(i) does not apply if the authorised industrial officer establishes that the employer or other person in charge is absent.
- (c) A person must not obstruct or hinder any authorised industrial officer exercising their right of entry.
- (d) If the authorised industrial officer intentionally disregards a condition of clause 11.1.2 the authorised industrial officer may be treated as a trespasser.

#### 11.1.3 *Inspection of records*

- (a) An authorised industrial officer is entitled to inspect the time and wages record required to be kept under section 366 of the Act.
- (b) An authorised industrial officer is entitled to inspect such time and wages records of any former or current employee except if the employee:
  - (i) is ineligible to become a member of the Union; or
  - (ii) is a party to a QWA or ancillary document, unless the employee has given written consent for the records to be inspected; or
  - (iii) has made a written request to the employer that they do not want their record inspected.
- (c) The authorised industrial officer may make a copy of the record, but cannot require any help from the employer.
- (d) A person must not coerce an employee or prospective employee into consenting, or refusing to consent, to the inspection of their records by an authorised industrial officer.

#### 11.1.4 *Discussions with employees*

An authorised industrial officer is entitled to discuss with the employer, or a member or employee eligible to become a member of the Union:

- (a) matters under the Act during working or non-working time; and
- (b) any other matter with a member or employee eligible to become a member of the Union, during non-working time.

#### 11.1.5 *Conduct*

An authorised industrial officer must not unreasonably interfere with the performance of work in exercising a right of entry.

### **11.2 Time and wages record**

11.2.1 An employer must keep, at the place of work in Queensland, a time and wages record that contains the following particulars for each pay period for each employee, including apprentices and trainees:

- (a) the employee's award classification;
- (b) the employer's full name;
- (c) the name of the award under which the employee is working;
- (d) the number of hours worked by the employee during each day and week, the times at which the employee started and stopped work, and details of work breaks including meal breaks;
- (e) a weekly, daily or hourly wage rate - details of the wage rate for each week, day, or hour at which the employee is paid;
- (f) the gross and net wages paid to the employee;
- (g) details of any deductions made from the wages; and

(h) contributions made by the employer to a superannuation fund.

11.2.2 The time and wages record must also contain:

- (a) the employee's full name and address;
- (b) the employee's date of birth;
- (c) details of sick leave credited or approved, and sick leave payments to the employee;
- (d) the date when the employee became an employee of the employer;
- (e) if appropriate, the date when the employee ceased employment with the employer; and
- (f) if a casual employee's entitlement to long service leave is worked out under section 47 of the Act - the total hours, other than overtime, worked by the employee since the start of the period to which the entitlement relates, worked out to and including 30 June in each year.

11.2.3 The employer must keep the record for 6 years.

11.2.4 Such records shall be open to inspection during the employer's business hours by an inspector of the Department of Industrial Relations, in accordance with section 371 of the Act or an authorised industrial officer in accordance with sections 372 and 373 of the Act.

### **11.3 Trade union training leave**

11.3.1 A Union delegate or duly elected or appointed Union representative will, upon written application by the Union to the employer, such application being endorsed by the Union and given to the employer at least 2 months in advance (or such lesser period as mutually agreed between the Union and the employer/s), be granted up to 5 working days' leave (non-cumulative) on ordinary pay each calendar year to attend courses or seminars conducted by the Union or specific approved training courses. The scope, content and level of such courses or seminars must be such as to contribute to a better understanding of industrial relations within the employer's operations. Other courses mutually agreed between the Union and an employer, or employers, may be included under clause 11.3.

11.3.2 Any written application by the Union seeking release of a delegate or representative to attend a course will include details of the type and content of the course to be attended as well as the dates upon which the course is proposed to be conducted.

11.3.3 For the purposes of clause 11.3 "ordinary pay" means the ordinary time rate of pay payable to the employee exclusive of any allowance for travelling time and fares.

11.3.4 The granting of such leave is subject to the employee having at least 6 months' continuous service with the employer prior to such leave being granted and being the elected Union delegate/representative.

11.3.5 Unless otherwise agreed the maximum number of employees of one and the same employer attending a training course or seminar each year will be as follows:

Where the employer employs between 10 - 50 employees	1
Where the employer employs between 51-100 employees	2
Where the employer employs over 100 employees	4

11.3.6 The granting of such leave is subject to the convenience of the employer so that the operations of the enterprise will not be adversely affected.

11.3.7 Where an employer approaches the Union and demonstrates genuine difficulties with respect to the release of a particular Union delegate or representative at a particular time (including where the employer might have previously advised of its ability to release such Union delegate or representative) the Union will not unreasonably press its request for the release of that delegate/representative at that time. If the matter is not amicably resolved, it will be processed in accordance with the grievance and dispute settling procedure contained in clause 3.2.

11.3.8 In granting such paid leave, the employer is not responsible for any additional costs except the payment of extra remuneration where relieving arrangements are instituted by the employer to cover the absence of the employee.

11.3.9 Leave granted to attend such training courses will not incur any additional payment or alternate time off if such course coincides with an employee's rostered day off or with any other concessional leave.

11.3.10 Such paid leave will not affect other leave granted to employees under this Award.

11.3.11 On completion of the course the employee must, upon request, provide to the employer proof of their attendance at the course. Except in the case of sick leave or other authorised leave, non-attendance at a training course will result in the employee not being paid for such time.

#### **11.4 Posting of award**

A true copy of this Award must be exhibited in a conspicuous and convenient place on the Premises of the employer so as to be easily read by employees.

#### **11.5 Union encouragement**

##### **Preamble**

Clause 11.5 gives effect to section 110 of the Act in its entirety. Consistent with section 110 a Full Bench of the Commission has issued a Statement of Policy on Union Encouragement (reported 165 QGIG 221) that encourages an employee to join and maintain financial membership of the Union.

##### *11.5.1 Documentation to be provided by employer*

At the point of engagement, the employer shall provide employees with a document indicating that a Statement of Policy on Union encouragement has been issued by the Commission, a copy of which is to be kept on the premises of the employer in a place readily accessible by each employee.

The document provided by the employer shall also identify the existence of a Union encouragement clause in this Award.

##### *11.5.2 Union delegates*

- (a) Union delegates and job representatives have a role to play within a workplace. The existence of accredited Union delegates and/or job representatives is encouraged.
- (b) The employer shall not unnecessarily hinder accredited Union delegates and/or job representatives in the reasonable and responsible performance of their duties.

Dated 13 May 2005.

By the Commission,  
[L.S.] G.D. SAVILL,  
Industrial Registrar.

Operative Date: 13 May 2005  
Repeal of Industrial Agreement and New Award - Edward River  
Crocodile Farm Pty Ltd Enterprise Award - State 2005.  
Released: 7 July 2005