

QUEENSLAND INDUSTRIAL RELATIONS COMMISSION

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

**FEEDLOT INDUSTRY AWARD - STATE 2006**

Following the Declaration of the General Ruling for Overtime Meal Allowance (matter numbers B/2010/34 and B/2010/38), the Feedlot Industry Award - State 2006 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 Feedlot Industry Award - State 2006 as at 1 January 2011.

Dated 1 March 2011.

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

**FEEDLOT INDUSTRY AWARD - STATE 2006**

**PART 1 - APPLICATION AND OPERATION**

**1.1 Title**

This Award is known as the Feedlot Industry Award - State 2006.

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### **1.3 Date of operation**

This Award takes effect from 24 March 2006.

### **1.4 Award coverage**

1.4.1 This Award applies to employers in beef Feedlot and to their employees for whom classifications and rates of pay are prescribed herein who are engaged in duties directly associated with or incidental to a Feedlot as defined.

Provided that:

- (a) employees who are principally engaged in Feedlot Operations as defined, but who carry out other duties that are incidental to working in the Feedlot, shall be covered by this Award for all of their employment;
- (b) employees who are principally engaged in general farming operations, but who work in Feedlot Operations as defined, incidental to those general farming duties, shall not be covered by this Award.

1.4.2 This Award shall not apply to the following persons;

- (a) immediate family members of the feedlot owners;
- (b) employees covered by the Station Hands Award - State 2003;
- (c) employees with managerial responsibilities;
- (d) employees covered by any other Award.

## **1.5 Definitions**

- 1.5.1 "Act" means the *Industrial Relations Act 1999* as amended or replaced from time to time.
- 1.5.2 "Casual Employees" means employees engaged as such and employed on an hourly basis.
- 1.5.3 "Certificate III Qualifications" means a Certificate III in Agriculture (Beef Production) - Pen Riders, Certificate III in Rural Operations - Feeding and Milling, or a Certificate III in Rural Operations - Feedlot Maintenance.
- 1.5.4 "Commission" means the Queensland Industrial Relations Commission.
- 1.5.5 "Feeding and Milling Operations" means and includes all work done in the Feedlot establishment associated with the receipt, storing, milling, mixing and supply of feed commodities, and the operation of machinery, plant, vehicles and equipment associated with preparing and delivering feed.
- 1.5.6 "Feedlot" means a beef Feedlot in a confined yard area with watering and feeding facilities where cattle are completely hand or mechanically fed for the purpose of production. This definition does not include the feeding or penning of cattle in this way for weaning, dipping or similar husbandry purposes or for drought or other emergency feeding, or at a slaughtering place or in recognised sale yards.
- 1.5.7 "Feedlot and Environment Maintenance Operations" means and includes all work done in the Feedlot establishment associated with the maintenance and hygiene of feed bunks, water troughs, pens, yards, lanes, drainage structures, buildings, plant, equipment, feedlot environs and the operation of machinery, plant, vehicles and equipment associated with this work area.
- 1.5.8 "Feedlot Operations" means and include all work done in 3 primary work areas referred to in clause 5.1.
- 1.5.9 "Leading hand" means an employee who is appointed as such by the employer to be in charge of the work of other employees.
- 1.5.10 "Livestock Operations" means and includes all work done in the Feedlot Establishment associated with the receipt, induction, drafting and out-turn of cattle, the performance of animal health and welfare procedures, the euthanasia of cattle in circumstances when required and the operation of machinery, plant, vehicles and equipment associated with this work area.
- 1.5.11 "Part-Time Employee" means an employee other than a "casual employee" as defined herein, who is engaged to work regular hours each work cycle and whose ordinary daily working hours are worked continuously inclusive or exclusive of meal times according to operational requirements.
- 1.5.12 "Shift Worker" means an employee who:
  - (a) is employed in a calling in which shifts are worked 24 hours a day, 7 days a week; and
  - (b) works a rotating roster that includes each of the shifts.
- 1.5.13 "Union" means The Australian Workers' Union of Employees, Queensland.

## 1.6 Area of operation

This Award operates throughout the State of Queensland. For the purposes of this Award, Divisions and Districts shall be as follows:

### 1.6.1 Divisions

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; then by that meridian of longitude due south to 22 degrees 30 minutes of south latitude; then by that parallel of altitude due west to the western border of the State.

Mackay Division - That portion of the State within the following boundaries: Commencing at the junction of the sea-coast with the 21st parallel of south latitude; then by that parallel of latitude due west to 147 degrees of east longitude; then by that meridian of longitude due south 22 degrees of south latitude; then by that parallel of latitude due east to the sea-coast; then by the sea-coast northerly to the point of commencement.

Southern Division - That portion of the State not included in the Northern or Mackay Divisions.

### 1.6.2 Districts

#### (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.

#### (b) Southern Division -

Eastern District - That portion of the Southern Division along or east of a line commencing at the junction of the southern border of the State with 150 degrees of east longitude; then by that meridian of longitude due north to 25 degrees of south latitude; then by that parallel of latitude due west to 147 degrees of east longitude; then by that meridian of longitude due north to the southern boundary of the Mackay Division.

Western District - The remainder of the Southern Division.

## 1.7 Parties bound

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

## 1.8 Savings

Where it is identified that at the date of commencement of this Award the existing terms and condition of employment applicable to employees in their employment with their employer are more beneficial than those prescribed in this Award such terms and conditions applicable to such employees will continue to prevail over the terms of this Award.

## 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 may 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; and
- (c) Casual.

#### **4.2 Part-time employment**

- 4.2.1 The ordinary working hours of part-time employees shall be not less than 8 hours per week and no more than 32 hours per week and shall be worked on not more than 5 days per week.
- 4.2.2 Part-time employees shall be employed for not less than 4 hours per engagement.
- 4.2.3 The hourly rate of part-time employees shall be calculated at 1/38th of the appropriate weekly rate. The daily rate shall be calculated at 1/5th of the appropriate weekly rate.
- 4.2.4 The provisions of this Award shall apply to part time employees on a pro rata basis.
- 4.2.5 All provisions of this Award not expressly varied by clause 4.2 shall apply to part-time employees.

#### **4.3 Casual employment**

- 4.3.1 The ordinary working hours of a casual employee shall be not more than 38 hours per week.
- 4.3.2 Casual Employees shall be provided with a minimum of 3 hours per engagement or payment.
- 4.3.3 The engagement of casual employees shall not be utilised by the employer to permanently fill any full-time or part-time position.
- 4.3.4 The hourly rate of casual employees shall be calculated at 1/38th of the appropriate weekly rate plus a loading of 23%.
- 4.3.5 Casual Employees shall be paid overtime in accordance with clause 6.2.

#### **4.4 Anti-discrimination**

- 4.4.1 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.
- 4.4.2 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.
- 4.4.3 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.
- 4.4.4 Nothing in clause 4.4 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.

#### **4.5 Termination of employment**

#### 4.5.1 *Statement of employment*

The employer shall, in the event of termination of employment, provide upon request to an employee who has been terminated a written statement specifying the period of employment and the classification or type of work performed by the employee.

#### 4.5.2 *Termination by employer*

##### (a) Full-time and Part-time Employees

- (i) In order to terminate the employment of a full-time or Part-time employee the employer shall give the following notice:

| Period of Continuous Service                 | Period of Notice |
|--|------------------|
| not more than 1 year                         | 1 week           |
| more than 1 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          |

- (ii) In addition to the notice in clause 4.5.2(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.

##### (b) Casual Employees

A casual employee may be terminated at any time on the giving of one hour's notice.

#### 4.5.3 *Termination by employee*

- (a) In order to terminate the employment the employee shall give the following notice:

| Period of Continuous Service | Period of Notice |
|------------------------------|------------------|
| not more than 1 year         | 1 week           |
| more than 1 year             | 2 weeks          |

- (b) If an employee fails to give the required period of notice the employer shall have the right to withhold monies due to the employee equal to the notice period the employee would have to give under clause 4.5.3(a).

### 4.6 **Introduction of changes**

#### 4.6.1 *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" include 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 this Award makes provision for alteration of any of the matters referred to herein an alteration shall be deemed not to have significant effect.

#### 4.6.2 *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 of 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 way to avoid or minimise the effects of the changes (eg by finding *alternative* employment).

- (b) The consultation must occur as soon as practicable after making the decision referred to in clause 4.6.1.
- (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.

## **4.7 Redundancy**

### *4.7.1 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 4.7.1(a) and shall cover the reasons for the proposed terminations, measures to avoid or minimise the terminations and/or their adverse effects 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.

### *4.7.2 Transfer to lower paid duties*

- (a) Where an employee is transferred to lower paid duties for reasons set out in clause 4.7.1 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 4.5.
- (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.

### *4.7.3 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 (transmittor) to another employer (transmittee), and an employee who at the time of such transmission was an employee of the transmittor 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 transmittor or any prior transmittor shall be deemed to be service of the employee with the transmittee.



- (b) In clause 4.7.3, "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.

#### 4.7.4 *Time off during notice period*

- (a) Where a decision has been made to terminate an employee in the circumstances outlined in clause 4.7.1, 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.

#### 4.7.5 *Notice to Centrelink*

Where a decision has been made to terminate employees in the circumstances outlined in clause 4.7.1, 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.

#### 4.7.6 *Severance pay*

- (a) In addition to the period of notice prescribed for ordinary termination in clause 4.5.2(a), and subject to further order of the Commission, an employee whose employment is terminated for reasons set out in clause 4.7.1(a), shall be entitled to the following amounts of severance pay:

| Period of Continuous Service                  | Severance Pay<br>(weeks' pay) |
|---|-------------------------------|
| Less than 1 year                              | nil                           |
| 1 year but not more than 2 years              | 4                             |
| 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.

## 4.8 **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 Definition of classifications**

Employees shall be allocated to one of the following primary work areas set out below and classified according to the following:

- Livestock Operations
- Feeding and Milling Operations
- Feedlot and Environment Maintenance Operations

However employees shall, where practicable, be given the opportunity to work in areas other than their allocated primary work area in order to gain additional experience in all areas of the Feedlot Operation.

#### 5.1.1 *Feedlot Employee Level 1 (84.5% for 1st 3 months and 86.6% thereafter)*

A Feedlot Employee Level 1 is an initial recruit who works subject to constant direct supervision with regular close checking of work.

##### (a) Indicative tasks

- (i) Perform general labouring duties;
- (ii) Perform cattle handling procedures (where Livestock Operation is the primary work area);
- (iii) Perform cattle health and welfare procedures (where Livestock Operation is the primary work area);
- (iv) Transport, handle and store chemicals applicable to primary work area;
- (v) Prepare and apply chemicals applicable to primary work area;
- (vi) Perform feed manufacture and delivery procedures (where Feeding and Milling Operations is the primary work area);
- (vii) Perform hygiene and housekeeping procedures associated with the primary work area;
- (viii) Perform Feedlot and Environment Maintenance procedures (where Feedlot and Environment Maintenance Operations is the primary work area);
- (ix) Carry out workplace OHS procedures.

#### 5.1.2 *Feedlot Employee Level 2 (90.5%)*

A Feedlot Employee Level 2 is an employee with at least 3 months' experience in the Feedlot Industry who works under direct supervision with regular checking of their work.

##### (a) Indicative tasks

- (i) Perform cattle handling procedures (where Livestock Operation is the primary work area);
- (ii) Perform cattle health and welfare procedures (where Livestock Operation is the primary work area);
- (iii) Assist with ethanasing livestock (Where Livestock Operation is the primary work area);
- (iv) Assist with performance of cattle post-mortem procedures (where Livestock Operation is the primary work area);
- (v) Transport, handle and store chemicals applicable to primary work area;
- (vi) Prepare and apply chemicals applicable to primary work area;
- (vii) Operate moving plant and equipment competently and efficiently;
- (viii) Perform grain processing procedures (where Feeding and Milling Operations is the primary work area);
- (ix) Perform feed manufacture and delivery procedures (where Feeding and Milling Operations is the primary work area);
- (x) Perform hygiene and housekeeping procedures associated with the primary work area;
- (xi) Perform Feedlot and Environment Maintenance procedures (where Feedlot and Environment Maintenance Operations is the primary work area);
- (xii) Possess understanding of industry QA Programs and all site operating procedure;
- (xiii) Carry out workplace OHS procedures.

#### 5.1.3 *Feedlot Employee Level 3 (94.2%)*

A Feedlot Employee Level 3 is an employee with 2 years' experience in the Feedlot Industry who works under routine supervision with intermittent checking of their work.

##### (a) Indicative tasks

- (i) Utilise ability to make independent work decisions at this level;
- (ii) Perform cattle handling procedures (where Livestock Operation is the primary work area);
- (iii) Perform cattle health and welfare procedures (where Livestock Operation is the primary work area);
- (iv) Euthanase livestock (where Livestock Operation is the primary work area);
- (v) Perform cattle post-mortem procedures (where Livestock Operation is the primary work area);
- (vi) Select livestock for specific markets;
- (vii) Transport, handle and store chemicals applicable to primary work area;

- (viii) Prepare and apply chemicals applicable to primary work area;
- (ix) Operate moving plant and equipment competently and efficiently;
- (x) Perform grain processing procedures (where Feeding and Milling Operations is the primary work area);
- (xi) Perform feed manufacture and delivery procedures (where Feeding and Milling Operations is the primary work area);
- (xii) Perform hygiene and housekeeping procedures associated with the primary work area;
- (xiii) Perform Feedlot and Environment Maintenance procedures (where Feedlot and Environment Maintenance Operations is the primary work area);
- (xiv) Possess understanding of industry QA programs and all site operating procedure;
- (xv) Carry out workplace OHS procedures.

#### 5.1.4 Feedlot Employee level 4 (100%)

A Feedlot Employee Level 4 is an employee with Certificate III qualifications, who has worked in the Feedlot Industry for at least 2 years, and who works with limited supervision with checking of their work related to overall progress.

##### (a) Indicative tasks

- (i) Utilise ability to make independent work decisions;
- (ii) Utilise Certificate III qualifications daily in the employee's primary work area;
- (iii) Perform cattle handling procedures (where Livestock Operation is the primary work area);
- (iv) Perform cattle health and welfare procedures (where Livestock Operation is the primary work area);
- (v) Euthanase livestock (where Livestock Operation is the primary work area);
- (vi) Perform cattle post-mortem procedures (where Livestock Operation is the primary work area);
- (vii) Select livestock for specific markets;
- (viii) Transport, handle and store chemicals applicable to primary work area;
- (ix) Prepare and apply chemicals applicable to primary work area;
- (x) Operate moving plant and equipment competently and efficiently;
- (xi) Perform grain processing procedures (where Feeding and Milling Operations is the primary work area);
- (xii) Perform feed manufacture and delivery procedures (where Feeding and Milling Operations is the primary work area);
- (xiii) Perform hygiene and housekeeping procedures associated with the primary work area;
- (xiv) Perform Feedlot and Environment Maintenance procedures (where Feedlot and Environment Maintenance Operations is the primary work area);
- (xv) Possess understanding of industry QA programs and all site operating procedure;
- (xvi) Carry out workplace OHS procedures.

## 5.2 Wage rates

5.2.1 The minimum rates of wages to be paid to the undermentioned classes of employees in the Southern Division, Eastern District shall be as follows provided that no employee shall suffer reduction in their rate of pay as a result of the introduction of these provisions.

| Classification           | \$ per week | % Relativity |
|--------------------------|-------------|--------------|
| Feedlot Employee Level 1 |             |              |
| (1st 3 months)           | 592.40      | 84.5         |
| (thereafter)             | 604.90      | 86.6         |
| Feedlot Employee Level 2 | 627.40      | 90.5         |
| Feedlot Employee Level 3 | 648.30      | 94.2         |
| Feedlot Employee Level 4 | 682.00      | 100          |

NOTE: 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.

#### 5.2.2 Junior employees

The minimum rates of wages payable to junior employees shall be the following percentage of the rate for the classification of Feedlot Employee Level 1:

|                                    |      |
|------------------------------------|------|
| Under 18 years of age              | 55%  |
| 18 years and under 19 years of age | 65%  |
| 19 years and under 20 years of age | 85%  |
| 20 years and over                  | 100% |

### 5.3 Allowances

#### 5.3.1 *Division and District Parities payments*

Employees working in the Divisions and District prescribed in clause 1.3 of the Award shall receive the following amounts in addition to their weekly wage:

|                                     | Per week |
|-------------------------------------|----------|
|                                     | \$       |
| Northern Division, Eastern District | 1.05     |
| Northern Division, Western District | 3.25     |
| Mackay Division                     | 0.90     |
| Southern Division, Western District | 1.05     |

#### 5.3.2 *Shift allowance*

Where there is a 3-shift roster in operation the following allowance will apply;

All afternoon and night shift allowance shall be paid for as follows:

(a) Afternoon shift allowance

The percentage allowance to be 12.5% or \$9.70 per shift (whichever is the greater).

(b) Night shift allowance

The percentage allowance to be 15% of \$9.70 per shift (whichever is the greater).

#### 5.3.3 *Leading hand allowance*

Employees whilst occupying the position of Leading Hand shall be paid the following rate:

|  | Per day |
|--|---------|
|  | \$      |
| (a) In charge of less than 10 employees        | 5.87    |
| (b) In charge of 10 but less than 20 employees | 8.97    |
| (c) In charge of more than 20 employees        | 11.59   |

The additional payment for leading hands shall be regarded as part of the wage of the employee concerned and shall be taken into consideration for all purposes of the Award

#### 5.3.4 *First aid allowance*

Any qualified employee appointed by the employer to perform first aid duty shall be paid \$12.15 per week in addition to their ordinary rate.

#### 5.3.5 *Feed and care of horses*

- (a) An employee required to provide a horse and equipment for use in their employment shall provide same of a safe and serviceable nature.
- (b) The employer shall provide adequate food and , where available, stabling for the employee's horse whilst it is being used by the employee in the course of his/her work.
- (c) The employer shall provide one set of shoes every 6 weeks for horses in work.

- (d) The employee shall be responsible for the maintenance and repair of saddles and any other equipment used in connection with horses.
- (e) The employer may elect, in lieu of the provisions of clauses 5.3.5 (b) and 5.3.5(c), to pay an employee an allowance of \$10.00 per week.

#### 5.3.6 *Wet weather*

When employees are required by their employer to work in the rain they shall be provided by the employer with suitable wet weather gear to prevent their clothes from becoming wet.

If employees are required by the employer to work in the rain without the provision of suitable wet weather gear and their clothes become wet they shall be paid double time for all work so performed. Such payment shall continue until such time as the employees finish such work for the day or are able to change into dry clothing. This clause shall have no application to circumstances where employees boots only become wet or muddy.

In the event of wet weather employees will perform such work as may be directed by the employer.

### 5.4 **Payment of wages**

5.4.1 Wages shall be paid by way of electronic funds transfer (EFT) to a financial institution with EFT facilities nominated by the employee and payment of wages will be made at least once a fortnight:

Provided that the employer at its discretion may elect to pay wages by cash or cheque.

Where it is established that an employee would suffer genuine hardship as a result of payment by EFT, discussions shall be held between the employee and the employer on an alternate method of payment.

5.4.2 Where wages are paid by EFT, the employer shall take all reasonable steps to enable the wages to be transferred to the employee's account prior to the normal ceasing time on the nominated payday. Where wages are paid by a means other than EFT, payment shall where reasonably practical be made in the employer's time.

5.4.3 Where an employee's employment is terminated by either the employer or by the employee, (where the employee has given notice in accordance with clause 4.5), all monies due to the employee from the employer shall be paid within 24 hours:

Provided that, where due to the locality of a workplace or the intervention of week-ends or public holidays, and payment within 24 hours is not reasonably practicable, payment of monies due to the employee will be made at the earliest reasonable opportunity. Monies due to an employee who does not give notice in accordance with clause 4.5 of this Award shall be available to the employee at the earliest reasonable opportunity.

### 5.5 **Superannuation**

5.5.1 *Application* - In addition to the rates of pay prescribed by this Award, eligible employees, as defined herein, shall be entitled to occupational superannuation benefits, subject to the provisions of clause 5.5.

#### 5.5.2 *Contributions*

(a) Amount - As from 1 January 2005 every employer shall contribute on behalf of each eligible employee an amount calculated at 9% of the employee's ordinary time earnings, into an approved fund, as defined in clause 5.5. Each such payment of contributions shall be rounded off to the nearest 10 cents:

Provided that where an employee is absent and is receiving by way of workers' compensation an amount of money no less than the award rate of pay the contribution shall be calculated at 3%.

(b) Regular payment - The employer shall pay such contributions to the credit of each such employee at least once each calendar month or in accordance with the requirements of the approved fund trust deed.

(c) Minimum level of earnings - As from 1 January 2005 no employer shall be required to pay superannuation contributions on behalf of any eligible employee in respect of any month during which the employee's ordinary time earnings, as defined, is less than \$450.00.

- (d) Absences from work - Contributions shall continue to be paid on behalf of an eligible employee during any absence on paid leave such as annual leave, long service leave, public holidays, sick leave and bereavement leave, but no employer shall be required to pay superannuation contributions on behalf of any eligible employee during any unpaid absences except in the case of absence on workers' compensation.
- (e) Other contributions - Nothing in clause 5.5 shall preclude an employee from making contributions to a fund in accordance with the provisions thereof.
- (f) Cessation of contributions - An employer shall not be required to make any further contributions on behalf of an eligible employee for any period after the end of the ordinary working day upon which the contract of employment ceases to exist.
- (g) No other deductions - No additional amounts shall be paid by the employer for the establishment, administration, management or any other charges in connection with the fund other than the remission of contributions as prescribed herein.

### 5.5.3 Definitions

- (a) "Approved fund" means a fund approved for the purposes of this Award by the Commission as one to which occupational superannuation contributions may be made by an employer on behalf of an employee, as required by this Award. Such approved fund may be individually named or may be identified by naming a particular class or category.
- (b) "Eligible employee" means an employee who has entered into with an employer an agreement in the form/s as provided in the Schedule to this Award.
- (c) "Fund" means a superannuation fund satisfying the Commonwealth legislation for occupational superannuation funds and satisfying the superannuation fund conditions in relation to a year of income, as specified in that Act and complying with the operating standards as prescribed by Regulations made under that Act. In the case of a newly established fund, the term shall include a superannuation fund that has received a notice of preliminary listing from the Insurance and Superannuation Commissioner.
- (d) "Ordinary time earnings" for the purpose of clause 5.5 shall be calculated on the Award rate of pay for the relevant classification of employee as prescribed in clause 5.1 of this Award.

Divisional and District allowances shall be included where applicable.

### 5.5.4 For the purposes of this Award an approved fund means

- (a) The Australian Rural Industries Superannuation Fund known as "AUSTSAFE" established by a Deed of Trust dated 31 August 1988 and Rules thereto as amended.
- (b) Any named fund as is agreed to between the relevant employer/Union parties to this Award and as recorded in an approved industrial agreement.
- (c) In the case of a minority group of employees of a particular employer, any Industry, Multi-Industry or other fund which has been approved in an Award of, or an agreement approved by, an Industrial Tribunal, whether State or Federal jurisdiction, and already has practical application to the majority of award employees of that employer.
- (d) As to employees who belong to the religious fellowship known as the Brethren, who hold a Certificate issued pursuant to section 115 of the Act and are employed by an employer who also belongs to that fellowship any fund nominated by the employer and approved by the Brethren.
- (e) Any fund agreed between an employer and an employee who holds a Certificate issued pursuant to the relevant section of the Act where membership of a fund cited in an Award would be in conflict with the conscientious beliefs of that employee in terms of section 115 of the Act.
- (f) In relation to any particular employer, any other established fund to which that employer was already actually making regular and genuine contributions in accordance with clause 5.5.2 on behalf of at least a significant number of that employer's employees covered by this Award and continues to make such contributions:

Provided that the making of a deposit, an initial or other each time a contribution subsequent to 23 December 1988, but on a superannuation retrospective basis, in respect of any period and including 23 December 1988, shall not under any circumstances bring a fund within the meaning of this provision.

The mere signing and submission of any nomination for membership documents to trustees of a fund prior to 23 December 1988 does not bring a fund within the meaning of this provision.

- (g) A fund nominated by the employee and which complies with the requirements of the relevant *Superannuation Guarantee (Administration) Act 1992*, or any subsequent Act, and any other relevant legislation.

#### 5.5.5 *Challenge of a fund*

- (a) An eligible employee being a member or a potential member of a fund, as well as a Union whose registered list of callings incorporates any of the classification/s of employees to whom this Award applies, may by notification of a dispute challenge a fund on the grounds that it does not meet the requirements of clause 5.5.
- (b) Notwithstanding that the Commission determines that a particular fund does not meet the requirements of clause 5.5, the Commission may in its discretion and subject to any recommendation, direction or order it may make, recognise any or all of the contributions previously made to that fund as having met the requirements or part thereof of clause 5.5.2 up to and including the date of that determination.
- (c) In the event of any dispute over whether any fund complies with the requirements of clause 5.5, the onus of proof shall rest upon the employer.

#### 5.5.6 *Fund selection*

- (a) No employer shall be required to make or be prevented from making, at any one time, contributions into more than one approved fund.

Such fund, other than a fund referred to in clauses 5.5.4(c), (d), (e), (f) and (g), shall be determined by a majority decision of employees.

- (b) Employees to whom these provisions apply who as at the date of this amendment are members of an established fund covered by clause 5.5.4(f) shall have the right by majority decision to choose to have the contributions specified in clause 5.5.2 paid into a fund as provided for elsewhere in clause 5.5.4 in lieu of the established fund to which clause 5.5.4(f) has application.
- (c) The initial selection of a fund recognised in clause 5.5.4 shall not preclude a subsequent decision by the majority of employees in favour of another fund recognised under that clause where the long term performance of the fund is clearly disappointing.

Where this provision has been utilised and as a result another approved fund is determined, access to a further re-appraisal of the fund for the purpose of favouring yet another fund shall not be available until a period of 3 years has elapsed after that utilisation of this provision:

Provided that the provisions of clause 5.5 do not preclude the making at any time of an industrial agreement within the terms of clause 5.5.4(b).

#### 5.5.7 *Enrolment*

- (a) Each employer to whom clause 5.5 applies shall as soon as practicable as to both current and future eligible employees:
  - (i) notify all employees of their entitlement to occupational superannuation;
  - (ii) consult as may be necessary to facilitate the selection by employees of an appropriate fund within the meaning of clause 5.5.4;
  - (iii) take all reasonable steps to ensure that upon the determination of an appropriate fund each eligible employee, receives, completes, signs and returns the necessary application forms provided by the employer to enable that employee to become a member of the fund; and
  - (iv) submit all completed application forms and any other relevant material to the trustees of the fund.

- (b) Each employee upon becoming eligible to become a member of a fund determined in accordance with clause 5.5 shall:
- (i) complete and sign the necessary application forms to enable that employee to become a member of that fund; and
  - (ii) return such forms to the employer within 28 days of receipt in order to be entitled to the benefit of the contributions prescribed in clause 5.5.2.
- (c) Where an employer has complied with the requirements of clause 5.5.7(a) and an eligible employee fails to complete, sign and return the application form/s within 28 days of receipt of that form/s, then that employer shall:
- (i) Advise the eligible employee in writing of the non-receipt of the application form/s and further advise the eligible employee that continuing failure to complete, sign and return such form/s within 14 days could jeopardise entitlement to the occupational superannuation benefit prescribed by clause 5.5.
  - (ii) In the event that an eligible employee fails to complete, sign and return such application form/s within the specified period of 14 days be under no obligation to make any occupational superannuation contributions in respect of such eligible employee excepting as from any subsequent date from which completed and signed application form/s is received by the employer.
  - (iii) In the event that an eligible employee fails to return a completed and signed application form/s within a period of 6 months from the date of the original request by the employer, again advise that eligible employee in writing of the entitlement and that the receipt by the employer of a completed and signed application form/s is a pre-requisite to the payment of any occupational superannuation contributions.
  - (iv) At the same time as advising the eligible employee pursuant to clause 5.5.7(c) (iii) submit both to the Chief Industrial Inspector, Brisbane and to the Secretary of a Union of employees whose registered callings incorporate the classification of the eligible employee a copy of each letter forwarded to the eligible employee pursuant to clauses 5.5.7(c)(i) and 5.5.7(c)(ii).
- (d) Where an employer fails to provide an eligible employee with an application form/s in accordance with clause 5.5.7(a)(iii) the employer shall be obliged to make contributions as from the date of operation of clause 5.5 or from the date an employee became an "eligible employee" if that occurs thereafter, provided that an eligible employee completes, signs and returns to the employer an application form/s within 28 days of being provided with the application form/s by the employer. Where an eligible employee fails to complete, sign and return an application form/s within such period of 28 days clause 5.5.7(c) shall apply.

#### 5.5.8 *Unpaid contributions*

Subject to Chapter 11, Part 2, Division 5 of the Act, and to clause 5.5.5, where the discretion of the Commission has been exercised, should it be established that the employer has failed to comply with the requirements of clause 5.5.2 in respect of any eligible employee such employer shall be liable to make the appropriate contributions retrospectively to the date of eligibility of the employee, plus an amount equivalent to the rate of return those contributions would have attracted in the relevant approved fund, or as necessary a fund to be determined by the Commission under clause 5.5.5 had they been paid on the due dates.

The making of such contributions satisfies the requirements of clause 5.5 excepting that resort to this provision shall not limit any common law action which may be available in relation to death, disablement or any similar cover existing within the terms of a relevant fund.

#### 5.5.9 *Exemptions*

An employer may apply to the Commission for exemption from all or any of the provisions of clause 5.5 in the following circumstances:

- (a) incapacity to pay the costs associated with its implementation; or
- (b) any special or compelling circumstances peculiar to the business of the employer.

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



## 6.1 Hours of work

6.1.1 Subject to exceptions provided elsewhere in the Award, the ordinary hours of work shall be worked on one of the following bases so as to average 38 hours each week:

- (a) 38 hours within a work cycle of 7 consecutive days; or
- (b) 76 hours within a work cycle of 14 consecutive days; or
- (c) 114 hours within a work cycle of 21 consecutive days; or
- (d) 152 hours within a work cycle of 28 consecutive days.

6.1.2 The ordinary hours of work prescribed herein shall be worked continuously, except for meal breaks and rest pauses, between 5.00 a.m. and 8.00 p.m., Monday to Sunday inclusive. The ordinary starting and ceasing times each day shall be as mutually arranged between the employer and the employees:

6.1.3 Except in the case of emergencies, such starting and ceasing times once fixed, shall not be altered by the employer, other than by 2 days' notice to the employees:

Provided further that the hours so arranged shall be posted in a conspicuous place readily accessible to the employees. Nothing contained in clause 6.1.3 shall prevent an employee and employer mutually agreeing to a change in daily working hours on less than 2 days' notice.

6.1.4 The ordinary starting and finishing times of various groups of employees or individual employees may be staggered.

6.1.5 The ordinary hours of work prescribed herein shall not exceed 10 hours on any day:

Provided that where the ordinary hours are to exceed 8 on any day, the arrangement of hours shall be subject to the agreement of the employer and the majority of employees concerned.

6.1.6 Employees are required to observe the nominated starting and finishing times for the work day, included designated breaks to maximize available working time. Preparation for work and cleaning up of the employee's person shall be in the employee's time.

6.1.7 Each employee will be allowed 2 whole consecutive days off in each week. In lieu of 2 whole days off in each week an employee may be allowed in each fortnightly period either one day off in one week and 3 consecutive days off in the other week or 4 consecutive days off:

Provided further that 2 consecutive days off, one at the end of the week and one at the beginning of the following week may be counted as meeting the requirements of clause 6.1.7.

## 6.2 Overtime

6.2.1 All time worked in excess of the ordinary working hours in the work cycle worked in accordance with clause 6.1(a) hereof, or outside the ordinary starting and ceasing times on any one day, shall be deemed overtime and paid for at the rate of time and a-half for the first 3 hours and double time thereafter:

Provided that the calculation of overtime shall be made in respect of each day on which overtime is worked.

6.2.2 All time worked during the ordinary meal break shall be paid for at the rate of double time and such rate shall continued to be paid until a meal period of the prescribed duration has commenced.

6.2.3 An employee who works so much overtime between the termination of their work on one day and has not had at least 10 consecutive hours off duty between those times shall, subject to clause 6.2.3 be released after completion of such overtime until the employee has 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 that employee shall be paid double rates until that employee is released from duty for such period, and that employee shall be entitled to absence until the employee has had 10 consecutive hours off duty without loss of pay for ordinary working time off during such absence.

6.2.4 Where an employee is called upon to work for more than one and a-half hours before the ordinary commencing or after the ordinary ceasing time, such employee shall be supplied with a meal by the employer or shall be paid \$12.10 in lieu thereof. An employee who is required to work overtime for more than one hour after the normal ceasing time, shall be allowed 30 minutes for a crib after the first hour worked in the employer's time. After

each further period of 4 hours worked the employee shall be allowed 45 minutes for a crib in the employer's time, and shall be supplied with a meal by the employer or shall be paid \$12.10 in lieu thereof.

6.2.5 An employee required to work overtime on a rostered day off falling on the:

seventh day of a 7 day work cycle; or the  
seventh or fourteenth day of a 14 day work cycle; or the  
seventh, fourteenth or twenty-first day of a 21 day work cycle; or the  
seventh, fourteenth, twenty-first or twenty-eighth day of a 28 day work cycle

shall be paid at the rate of double time with a minimum payment at double time for at least three hours of work.

6.2.6 Subject to mutual agreement in writing between the employer and employee an employee may be compensated for working overtime in lieu of payment by being allowed time off equivalent to the prescribed penalty rate. Such time off shall be allowed and taken within 28 days of the overtime being worked, if not allowed and taken within that period the payment due shall be made within the next pay period from the end of 28 days.

### **6.3 Rest pauses**

6.3.1 All employees shall, if practicable, receive a rest pause of 10 minutes duration in the employer's time in the first and second half of their daily work. Such rest pauses shall be taken at such times so as to not to interfere with continuity of work where continuity is necessary.

6.3.2 It is agreed that rest pauses will not be eliminated, but where agreed between the employer and majority of employees on site, and subject to this local agreement being ratified by the Branch Secretary of the Union, periods of work may be re-arranged so that there is less disruption to certain work by moving the rest pauses.

6.3.3 Such rest pauses shall be taken at such time so as not to interfere with the continuity of work where continuity is necessary.

### **6.4 Meal breaks**

6.4.1 Unless otherwise provided herein all employees shall be allowed a meal break of not less than 30 minutes or not more than one hour to be taken between the 4th and 6th hours after their ordinary starting time each day:

6.4.2 An employee other than an employee living in camp who is required to continue work after the usual ceasing time for more than one and a-half hours shall be supplied with a reasonable meal at the employer's expense, or be paid a meal allowance of \$12.10 in lieu.

6.4.3 If the employee continues to work overtime the employee shall after the completion of each further 4 hours' overtime worked be supplied with an additional meal at the employer's expense, or be paid \$12.10 in lieu of such additional meal.

6.4.4 When employees have provided themselves with customary meals because of receipt of notice of intention to work overtime the employee shall be entitled to an allowance of \$12.10 for each meal so provided in the event of the work not being performed, or ceasing before the respective meal times.

## **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 their employment be entitled to annual leave on full pay as follows:

- (a) Not less than 5 weeks if employed an shift work where 3 shifts per day are worked over a period of 7 days per week;
- (b) Not less than 4 weeks in any other case.

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 7.1.5) 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, pay calculated in accordance with clause 7.1.5, for 4 or 5 weeks as the case may be and also ordinary pay for any public holiday occurring during such period of 4 or 5 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, an amount equal to 1/9th of their pay for the period of their employment if they are an employee to whom clause 7.1.1(a) applies, and 1/12th of their pay for the period of their employment if they are an employee to whom 7.1.1(b) applies, calculated in accordance with clause 7.1.5.

7.1.5 *Calculation of annual leave pay* - In respect to annual leave entitlements to which clause 7.1.5 applies, annual leave pay (including any proportionate payments) shall be calculated as follows:

(a) Shift workers - Subject to clause 7.1.5(c) the rate of wage to be paid to a shift workers shall be the rate payable for work in ordinary time according to the employee's roster or projected roster, including Saturday, Sunday, or holiday shifts.

(b) Leading hands - Subject to clause 7.1.5 (c), leading hand allowance 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.

(c) All employees - Subject to provisions of clause 7.1.5(d), 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 7.1.5(c)(i) and (ii).

(d) The provision of clause 7.1.5(c) shall not apply to the following:

(i) Any period or periods of annual leave exceeding:

(A) 5 weeks in the case of employees employed in a calling where 3 shifts per day are worked over a period of 7 days per week; or

(B) 4 weeks in any other case.

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

7.1.6 Reasonable notice of the commencement of such leave shall be given to the employee.

7.1.7 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.

7.1.8 Annual leave shall be in addition to any notice, which may be given for the termination of employment.

7.1.9 *Conversion of accrued entitlements* - All accumulated or accrued leave which was not credited on the basis of a 38 hour week shall be converted to a 38 hour week on the following basis as follows:

(a) If in weeks x 38 hours;

(b) If in days x 7.6 hours;

(c) If in hours x 7.6 hours divided by 8.

Leave Debits - Leave debits will be equivalent to ordinary hours employees would have worked had they not been on paid leave. Such leave will therefore be paid and debited on the basis of hours actually taken.

## **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.

### *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 1 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:

- 1 January;
- 26 January;
- Good Friday;
- Easter Saturday (the day after Good Friday);
- Easter Monday;
- 25 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.

(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.

### 7.6.8 Payment when public holiday not worked

Employees shall be entitled to payment for the public holidays where such holidays form part of their ordinary weekly hours of work irrespective of the fact that no work is required to be performed on any such day.

## 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 Training**

9.1.1 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:

- (a) developing a more highly skilled and flexible workforce;
- (b) providing employees with career opportunities through appropriate training to acquire additional skills; and
- (c) removing barriers to the use of skills acquired.

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

### **10.1 Amenities**

#### *10.1.1 Accommodation*

- (a) Where accommodation is provided to employees it shall be in conformity with the *Pastoral Workers' Accommodation Act 1980* and any subsequent Acts amending the said Act or in substitution therefore, and any regulations made there under.

### **10.2 Clothing, equipment and tools**

#### *10.2.1 Protective clothing*

- (a) All employees shall be provided with all necessary protective clothing necessary in the performance of their duties.
- (b) All protective clothing provided shall be laundered and maintained by the employee on a regular basis.
- (c) All protective clothing shall remain the property of the employer and shall be returned to the employer in a satisfactory condition, fair wear and tear excepted, on termination of employment.

#### *10.2.2 Equipment*

The employer shall provide all equipment including motor vehicles, motorcycles, horses, water bags and tools necessary for use by employees in the performance of their duties.

### 10.3 First aid

The employer shall provide a suitable first-aid kit for use by employees in the case of accident.

## 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 records**

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 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.

### **11.4 Union encouragement**

**Preamble**

Clause 11.4 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.

11.4.1 At the point of engagement, an employer to whom this Award applies shall provide employees with a document indicating that a Statement of Policy on Union Encouragement has been issued by the Queensland Industrial Relations Commission, a copy of which is to be kept on the premises of the employer in a place readily accessible by the employee.

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

11.4.2 *Union Delegates*

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.

The employer shall not unnecessarily hinder accredited union delegates and/or job representatives in the reasonable and responsible performance of their duties.

11.4.3 *Deduction of Union Fees*

Where arrangements can be entered into, employer are encouraged to provide facilities for the deduction and remittance of union fees for employees who signify in writing to their employer, their desire to have such membership fees deducted from their wages.

Dated 24 March 2006

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

Operative Date: 24 March 2006  
Repeal of Industrial Agreement and New Award  
Released: 24 March 2006