

QUEENSLAND INDUSTRIAL RELATIONS COMMISSION

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

FOOD PRODUCTION - P & O PREPARED FOODS (WACOL) - AWARD 2002

Following the Declaration of the General Ruling in the 2010 State Wage Case (matter numbers B/2010/20 and B/2010/21), the Food Production - P & O Prepared Foods (Wacol) - Award 2002 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 Food Production - P & O Prepared Foods (Wacol) - Award 2002 as at 1 September 2010.

Dated 1 November 2010.

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

FOOD PRODUCTION - P & O PREPARED FOODS (WACOL) - AWARD 2002

PART 1 - APPLICATION AND OPERATION

1.1 Title

This Award is known as the Food Production - P & O Prepared Foods (Wacol) - Award 2002.

1.2 Arrangement

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1.3 Date of operation

This Award takes effect from 20 January 2003.

1.4 Coverage

This Award will have application to P & O Prepared Foods, a Division of Cook Freeze Pty. Ltd., ACN 010 097 917, and to the employees for whom conditions of employment and rates of pay are contained herein.

1.5 Definitions

1.5.1 The "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 "Mutually Agreed" will mean agreed in writing between the employer and the Union, and the majority of employees affected.

1.5.4 "Union" means the Australian Liquor, Hospitality and Miscellaneous Workers Union of Australia, Queensland Branch, Union of Employees

1.6 Parties bound

This Award is binding upon the employees as prescribed by clause 1.4 and the employer, and the Union.

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 the 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 Consultation

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

3.1.2 The employer, the employees and the Union will establish a consultative mechanism and procedures appropriate to the size, structure and needs of that plant or enterprise. Measures raised by the employer, employees or the Union for consideration consistent with the objectives of clause 3.1 will be processed through that consultative mechanism and procedures.

3.1.3 Measures raised for consideration consistent with clause 3.1 will be related to implementation of the new classification structure and the facilitative provisions contained in this Award.

3.1.4 Without limiting the rights of either the employer or the Union to arbitration, any other measure designed to increase flexibility at the plant or enterprise and sought by any party will be implemented subject to the following requirements:

- (a) the changes sought will not affect provisions reflecting State standards.
- (b) the majority of employees affected by the change at the plant or enterprise must genuinely agree to the change;
- (c) no employee will lose income as a result of the change;
- (d) the Union will not unreasonably oppose any agreement;
- (e) any agreement will be subject to approval by the Commission and, if approved, will take precedence over any provision of this Award to the extent of any inconsistency.

Any disputes arising in relation to the implementation of clauses 3.1.2 and 3.1.3 will be subject to the provisions of clause 3.2.

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 the

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 the Union, be reported to the relevant officer of the 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.

3.3 Counselling procedure

A counselling and warning system is to be adopted in relation to employees' absenteeism, time-keeping, job performance, safety attitude, as follows:

- 3.3.1 When an incident or incidents warrant corrective action, the supervisor or department manager will have a counselling session with the employee, fully explaining the corrective action required.
- 3.3.2 A repeat incident by the employee will result in a first warning being given to the employee by an appropriate representative of management. This warning will be given with the Union delegate/organiser present, and the details will be recorded.
- 3.3.3 A further repeat of this incident will result in a final warning being given to the employee. This warning will be given by appropriate employer representatives in the presence of the Union delegate/organiser or if no delegate/organiser is available, another Union representative.
- 3.3.4 This final warning will be recorded in writing and will be signed by the employee concerned, the employer representative and the Union delegate/organiser.
- 3.3.5 These warnings will be retained in the employee's file for a period of 2 years after which time they will be revoked. A further occurrence will result in the dismissal of the employee.
- 3.3.6 However, if the first incident is considered severe enough, the first warning in that instance would be regarded

and recorded as a final warning.

3.3.7 This procedure is to operate in connection with the termination of employment other than in cases of retrenchment/summary dismissal.

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

4.1 Contract of employment

4.1.1 Employees (other than casual 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 4.2); or
- (c) casual (as prescribed in clause 4.3).

4.2 Part-time employment

4.2.1 An employer may employ part-time employees in any classification in this Award.

4.2.2 A part-time employee is an employee who:

- (a) is employed for a minimum of 15 hours per week and for a maximum of 32 ordinary hours per week; and
- (b) has reasonably predictable hours of work; and
- (c) receives, on a proportionate basis, equivalent pay and conditions to those of full-time employees who do the same kind of work.

4.2.3 At the time of engagement, the employer and the employee are to agree in writing on the number of ordinary hours per week and the normal rostering arrangements.

4.2.4 The agreed number of ordinary hours per week may only be amended by mutual agreement. Any such agreed amendment to the number of weekly hours of work will be recorded in writing.

4.2.5 Any amendment to the work pattern will be in accordance with methods of altering the ordinary hours of work for full-time employees as detailed in Part 6 of this Award, unless otherwise Mutually Agreed.

4.2.6 An employer is required to roster a part-time employee for a minimum of 3 consecutive hours on any day or shift.

4.2.7 All time worked in excess of the rostered hours as mutually arranged in accordance with clauses 4.2.3 and 4.2.4 will be overtime and paid for at the rates prescribed in clause 6.5.

4.2.8 A part-time employee must be paid for ordinary hours worked at the rate of 1/38th of the weekly rate prescribed in clause 5.2 for the class of work performed.

4.2.9 Where a public holiday falls on a day upon which a part-time employee is normally engaged, that employee shall be paid their ordinary time rate of pay for the number of hours normally worked on that day.

4.2.10 Where an employee and their employer agree in writing, part-time employment may be converted to full-time, and vice-versa, on a permanent basis or for a specified period of time. If an 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.

4.3 Casual employment

4.3.1 A casual employee is an employee engaged and paid as such on an hourly basis and who is employed for less than 32 ordinary hours in any one week.

4.3.2 Casual workers will be paid an hourly rate arrived at by calculating 1/38th of the prescribed weekly rate for the class of work performed and adding 23%:

Provided that casuals who attend for work at the appointed time will be provided with a minimum of 3 hours work or paid as for 3 hours.

4.4 Two or more classes of work

An employee who is required to perform work on any day for which a higher rate of pay is prescribed in clause 5.2 shall be paid as follows:

- (a) If more than 4 hours on any day the higher rate for the whole of such day.
- (b) If 4 hours or less then payment of the higher rate for 4 hours.

4.5 Trainees

Trainees are engaged under this Award, except as amended from time to time by the Order for *Apprentices' and Trainees' Wages and Conditions (Excluding Certain Queensland Government Entities)*.

4.6 Incidental and peripheral tasks

- 4.6.1 The employer may direct an employee to carry out such duties as are within the limits of the employee's skill, competence and training consistent with the classification structure of the Award provided that such duties are not designed to promote deskilling.
- 4.6.2 The employer may direct an employee to carry out such duties and use such tools and equipment as may be required, provided that the employee has been trained in the use of such tools and equipment.
- 4.6.3 Any direction issued by the employer pursuant to clauses 4.6.1 and 4.6.2 will be consistent with the employer's responsibilities to provide a safe and healthy working environment.

4.7 Anti-discrimination

4.7.1 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 Act 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.

4.7.2 Accordingly, in fulfilling their obligations under 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.

4.7.3 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.

4.7.4 Nothing in clause 4.7 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, the employer or Union, pursuing matters of discrimination, including by application to the Human Rights and Equal Opportunity Commission/Anti-Discrimination Commission Queensland.

4.8 Equal employment opportunity and sexual and racial harassment

4.8.1 The employer will conduct their operation with a positive awareness of the spirit and intent of anti-discrimination and equal opportunity legislation. The employer's policy in this regard will be based on the following principles subject to the Award and any mandatory requirements of the position concerned:

- (a) Hire the best qualified person for the available job without regard to their race, colour, national origin, sex, marital status, pregnancy, religion, political conviction, impairment or sexual preference.
- (b) Appraise and promote employees on the basis of management assessment of past performance and the potential of the employee to handle greater responsibility, as well as the employee's willingness to do so.

This decision will be made without regard to race, colour, national origin, sex, marital status, pregnancy, religion, political conviction, impairment or sexual preference of the employee concerned.

- (c) Maintain a workplace free of harassment on the basis of race, colour, national origin, sex, marital status, pregnancy, religion, political conviction, impairment or sexual preference.
- (d) Conduct all employer activities without regard to race, colour, national origin, sex, marital status, pregnancy, religion, political conviction, impairment or sexual preference.

4.8.2 All employees under this Award will individually uphold the principles outlined in clause 4.8 in relation to fellow employees and will co-operate with the employer concerned in relation to obligations imposed on the employer by clause 4.8.

4.9 Termination of employment

4.9.1 Statement of employment

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

4.9.2 Termination by employer

- (a) An employer may dismiss an employee only if the employee has been given 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

- (b) In addition to the notice in (a) above, employees 45 years old or over and who have completed at least 2 years' continuous service with the employer 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) In calculating any payment in lieu of notice the minimum compensation payable to an employee will be at least the total of the amounts the employer would have been liable to pay the employee if the employee's employment had continued until the end of the required notice period. The total 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.
- (e) The period of notice in this clause shall not apply in the case of dismissal for misconduct or other grounds that justify instant dismissal, or in the case of a casual employee, or an employee engaged by the hour or day, or an employee engaged for a specific period or tasks.

4.9.3 Notice of termination by employee

To terminate the contract of employment a full-time or part-time employee must give at least one week's notice or forfeit a maximum of one week's pay in lieu thereof.

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 one week.

4.9.4 Time off during notice period

During the period of notice of termination given by the employer, an employee shall be allowed up to one day's time off without loss of pay for the purpose of seeking other employment. This time off shall be taken at times that are convenient to the employee after consultation with the employer.

4.10 Introduction of changes

4.10.1 *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.

4.10.2 *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 alternative employment).
- (b) The consultation must occur as soon as practicable after making the decision referred to in clause 4.10.1.
- (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 any employer shall not be required to disclose confidential information, the disclosure of which would be adverse to the employer's interests.

4.11 Redundancy

4.11.1 *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 4.11.1(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 any employer shall not be required to disclose confidential information, the disclosure of which would be adverse to the employer's interests.

4.11.2 *Transfer to lower paid duties*

- (a) Where an employee is transferred to lower paid duties for reasons set out clause 4.11.1 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 4.9.
- (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.

4.11.3 *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 4.11.3, '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.

4.11.4 *Time off during notice period*

- (a) Where a decision has been made to terminate an employee in the circumstances outlined in clause 4.11.1, 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.

4.11.5 *Notice to Centrelink*

Where a decision has been made to terminate employees in the circumstances outlined in clause 4.11.1, 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.

4.11.6 *Severance pay*

- (a) In addition to the period of notice prescribed for ordinary termination in clause 4.9.2(a), and subject to further order of the Commission, an employee whose employment is terminated for reasons set out in clause 4.11.1(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
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.

4.11.7 *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.

4.11.8 *Employee leaving during notice*

An employee whose employment is terminated for reasons set out in clause 4.11.1(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.

4.11.9 *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.

4.11.10 *Employees with less than one year's service*

Clause 4.11 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.

4.11.11 *Employees exempted*

Clause 4.11 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.

4.11.12 *Employers exempted*

- (a) Subject to an order of the Commission, in a particular redundancy case, clause 4.11 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.

4.11.13 *Exemption where transmission of business*

- (a) The provisions of clause 4.11.6 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 (transmittor) 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 transmittor, and any prior transmittor, 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

- (B) the time of ceasing employment with the transmitter; and 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 4.11.13(a)(ii) if it is satisfied that it would operate unfairly in a particular case, or in the instance of contrived arrangements.

4.11.14 *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.

4.12 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.

PART 5 - WAGES AND WAGE RELATED MATTERS.

5.1 Definitions of classifications

5.1.1 *Employee level 1* (82%)

- (a) General - A level 1 employee undertakes induction training including:
 - (i) a variety of information on the nature of the enterprise
 - (ii) company mission statement
 - (iii) conditions of employment
 - (iv) work procedures
 - (v) documentation procedures
 - (vi) occupational health and safety
 - (vii) total quality management
 - (viii) career path opportunities
 - (ix) good manufacturing practice
- (b) Duties and responsibilities - An employee at this level will perform routine duties of essentially a manual nature and to the level of their training including:
 - (i) Exercises minimal judgement;
 - (ii) Works under direct supervision or instructions;
 - (iii) Works within safe working procedures;
 - (iv) Maintains hygiene of work area;
 - (v) Is aware of the importance of preventing microbiological hazards.
- (c) Example tasks - Tasks similar to a level 2 employee but the trainee is under instruction and directly supervised.

5.1.2 *Employee level 2* (87.4%)

- (a) General - An employee at this level will have completed structured training so as to enable the employee to perform work within the scope of this level.
- (b) Duties and responsibilities - An employee at this level performs work at a higher skill level than an employee at level 1 and to the level of their training including:

- (i) Works under supervision either individually or in a team environment;
 - (ii) Understands the basic quality inspection and assurance procedures including the ability to recognise basic quality deviation/faults;
 - (iii) Undertakes routine manual handling;
 - (iv) Operates minor equipment and/or operates major equipment for cleaning purposes;
 - (v) Records simple data, performs basic mathematical calculations and maintains records;
 - (vi) Measures accurately using measuring equipment eg. scales and measuring jugs;
 - (vii) Works within safe working procedures;
 - (viii) Maintains hygiene of work area;
 - (ix) Possesses basic interpersonal and communication skills;
 - (x) Works to ensure good manufacturing practice.
- (c) Example tasks:
- (i) Operating Holac dicer
 - (ii) Operating carton sealers and packing finished product into cartons
 - (iii) Operating printers
 - (iv) Operating computers
 - (v) Operating scales
 - (vi) Operating forklifts and/or walkie forklift, pallet jacks, pallet bikes
 - (vii) Operating crate washer
 - (viii) Operating floor scrubber
 - (ix) Packing food product and check weighing product
 - (x) Collecting and disposing of refuse
 - (xi) Portioning food products
 - (xii) Palletising finished product
 - (xiii) Completing requisitions

5.1.3 *Employee level 3B (90%)*

- (a) General - An employee at this level will have completed structured training so as to enable the employee to perform work within the scope of this level. The employee will also have experience at level 2 in 2 work areas.
- (b) Duties and responsibilities - An employee at this level performs work at a higher skill level than an employee at level 2 and to the level of their training including:
 - (i) Works under general supervision;
 - (ii) Is responsible for the quality of their work;
 - (iii) Possesses sound interpersonal and communication skills;
 - (iv) Operates one or more major processing machines, including routine maintenance functions without the requirement to use batch sheets or perform more than routine data recording.
- (c) Example tasks:

- (i) Operates bakery/meat revent ovens
- (ii) Operates greer multipurpose oven
- (iii) Operates steam peeler
- (iv) Operates urschel dicer
- (v) Operates steam jacketed kettles
- (vi) Operates tray lid sealer

5.1.4 *Employee level 3A* (92.4%)

- (a) General - An employee at this level will have completed structured training so as to enable the employee to perform work within the scope of this level. The employee will also have experience at level 2 in 2 work areas.
- (b) Duties and responsibilities - An employee at this level performs work at a higher skill level than an employee at level 2 and to the level of their training including:
 - (i) Is responsible for the quality of their own work;
 - (ii) Possesses sound interpersonal and communication skills;
 - (iii) Is able to understand detailed instructions and work from procedures such as batch sheets and picking slips;
 - (iv) Is required to perform mathematical calculations, interpret data and, as necessary, report or act on this information.
- (c) Example tasks:
 - (i) Prepare products using a batch sheet
 - (ii) Pick orders
 - (iii) Operates quality testing equipment
 - (iv) Weighs and batches spice blends
 - (v) Allocates stock
 - (vi) Conducts quality audits
 - (vii) Production Clerk

5.1.5 *Employee level 4* (96%)

- (a) General - An employee at this level will have completed structured training so as to enable the employee to perform work within the scope of this level. The employee will also have experience at level 3 and also will have worked in a minimum of 2 work areas.
- (b) Duties and responsibilities - An employee at this level performs work at a higher skill level than an employee at level 3 and to the level of their training including:
 - (i) Operates major processing equipment (including routine maintenance functions) and is also required to understand detailed instructions and work from procedures such as batch sheets, requisitions and picking slips;
 - (ii) Is able to perform mathematical calculations, interpret data and, as necessary, report or act on this information as required;
 - (iii) Is able to co-ordinate work in a team environment under limited supervision.
- (c) Example tasks:

- (i) Operate bakery/meat revent ovens
- (ii) Operate greer multipurpose oven
- (iii) Operate steam peeler
- (iv) Operate urschel dicer
- (v) Operate steam jacketed kettles
- (vi) Operate tray lid sealer
- (vii) Use batchsheets to fully prepare product
- (viii) Receive inward goods
- (ix) Assemble raw materials for processing
- (x) Load and despatch orders
- (xi) Manage and use computerised stores information systems
- (xii) Conduct stock audits
- (xiii) Maintain accuracy and control of stock lines
- (xiv) Undertake quality inspection checks of raw materials

5.1.6 *Employee level 5* (100%)

- (a) General - An employee at this level will have completed structured training so as to enable the employee to perform work within the scope of this level. The employee will also have experience at level 4 and also will have worked in a minimum of 3 work areas.
- (b) Duties and responsibilities - An employee at this level performs work at a higher skill level than an employee at level 4 and to the level of their training including:
 - (i) Possesses an advanced level of interpersonal and communication skills;
 - (ii) Implement total quality management techniques and procedures;
 - (iii) Understand and be responsible for a work area or areas;
 - (iv) Exercise discretion within the scope of this level;
 - (v) Allocate priorities to, and schedule for, those tasks responsible for;
 - (vi) Supervise others;
 - (vii) Stand in for supervisory staff as required;
 - (viii) Demonstrate problem solving skills;
 - (ix) Ensure compliance with safe work procedures;
 - (x) Ensure compliance with good manufacturing practice;
- (c) Example tasks:
 - (i) Conduct on-the-job training
 - (ii) Allocate tasks to personnel within the team
 - (iii) Prioritise daily, work for the team
 - (iv) Maintain effective supplier relationships
 - (v) Conduct basic quality checks on work of others

(vi) Bag line team leader

(vii) Bakery team leader

5.1.7 Employee level 6 (105%)

- (a) General - An employee at this level will have completed structured training so as to enable the employee to perform work within the scope of this level. The employee will also have experience at level 5 and also will have worked in a minimum of 3 work areas.
- (b) Duties and responsibilities - An employee at this level performs work at a higher skill level than an employee at level 5 and to the level of their training including:
- (i) Possesses a highly developed level of interpersonal and communication skills;
 - (ii) Application of skills of planning, co-ordination, training or supervision.
- (c) Example tasks:
- (i) Vegetable preparation team leader
 - (ii) Process area team leader
 - (iii) Kettlebank team leader
 - (iv) Freezer team leader
 - (v) Packing lines team leader

5.2 Wages rates

Classification	Excess Payments Per Week \$	Award Rate Per Week \$
Level 6		702.90
Level 5		682.00
Level 4		663.30
Level 3A	*\$2.90	648.30
Level 3B		638.30
Level 2	**\$5.40	627.40
Level 1		604.90

Arising from these adjustments certain "Excess Payments" have also been identified and are payable to employees engaged in such classifications as part of their award rate. These "Excess Payments" are not subject to absorption of the Safety Net Adjustment. Such "Excess Payments" shall not have any subsequent percentage based wage increase applied to them.

* Has application to Quality Control Operators translated to Level 3A.

** Has application to Plant Operators translated to Level 2.

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.

5.3 Allowances

5.3.1 Cold temperature allowance

Employees required to substantially work in temperatures of below - 1.1C will, in addition to all other conditions, be

entitled to an allowance of \$32.40 per week.

5.3.2 *Tin cleaning allowance*

When an employee is engaged upon washing tins, other than by means of a tin washing machine, and by doing so is subject to wet conditions, the employee will be paid an extra 21.75 cents per hour whilst so engaged.

5.3.3 *First aid attendant*

An employee holding an approved first-aid certificate who is appointed as a first aid attendant will be paid \$12.10 per week in addition to their ordinary rate of pay.

5.3.4 *Hygiene crew*

All members of the hygiene crew whose ordinary hours of duty extend beyond 6.00 p.m. will be paid an all-purpose allowance of \$33.70 per week in addition to their ordinary rates of pay.

5.3.5 *Lavatory cleaning allowance*

Employees required to clean lavatories will be paid an allowance of \$8.50 per week in addition to their ordinary rate of pay.

5.3.6 *Meal allowance*

An employee who is required to continue work after the usual ceasing time will be supplied with a reasonable meal at the employer's expense, or be paid a meal allowance of \$9.60 in lieu thereof, on the following basis:

- (a) Meal allowance provisions will apply, where the overtime is of at least 2 hours duration, or at least one hour's duration, if such overtime extends beyond 6.00 p.m.
- (b) A further meal or meal allowance will be provided after each period of 4 hours work.

Employees required to work overtime for more than 4 hours continuously on a Saturday, Sunday or Public Holiday will, at the expiration of each 4 hourly period, be provided by the employer with a reasonable meal or paid a meal allowance of \$9.60.

5.4 Payment of wages

Except where otherwise Mutually Agreed, wages will be paid weekly in the employer's time. Wages may be paid fortnightly by mutual agreement between the employer and the majority of employees.

Payment may be made in cash, by cheque, or electronic transfer of funds.

5.5 Occupational superannuation

5.5.1 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 this clause. Each such payment of contributions shall be rounded off to the nearest ten (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%.

5.5.2 For the purposes of clause 5.5, the terms are defined as follows:

- (a) "Eligible Employee" will mean an employee having completed one month's service and will include casual employees except those who are engaged to cover absenteeism or to fill any other short term labour requirement.
- (b) "Relevant Fund" will mean the AUST (Qld.) Superannuation Fund or such other Fund which may be Mutually Agreed.
- (c) "Ordinary time earnings" will include shift allowances.

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

6.1 Hours of work

6.1.1 *Day workers*

The ordinary working hours of day workers will be an average of 38 per week over a 4 week cycle. Such hours will be exclusive of meal breaks and will be worked continuously. Such hours will be worked within the following provisions:

- (a) Such ordinary hours will be worked between 6.00 a.m. and 6.00 p.m., Mondays to Fridays inclusive, with 19 working days of 8 hours per cycle, and one rostered day off per cycle.
- (b) Ordinary hours of work will not exceed 8 in any day.
- (c) A meal break of not less than 30 minutes and not more than one hour will be allowed each day, Monday to Friday inclusive:

Provided that members of the hygiene crew may finish their ordinary hours of work at a later hour than 6.00 p.m. by mutual agreement.

- (d) The spread of hours prescribed herein may be altered as to all or a section of employees provided there is mutual agreement.
- (e) The ordinary starting and finishing times of various groups of employees may be staggered within the ordinary hours provided there is mutual agreement.

6.1.2 *Shift workers*

"Afternoon shift" will mean any shift finishing after 6.00 p.m. and at or before midnight.

"Night shift" will mean any shift finishing after midnight and at or before 8.00 a.m.

- (a) Shift work may be performed by arrangement between the employer, the Union and the majority of employees in either of the following ways:
 - (i) Fixed continuous shifts (day, afternoon or night); or
 - (ii) Rotating continuous shifts.
- (b) Shift workers on afternoon and night shifts will receive a shift loading of 15% in addition to their ordinary rate of pay.
- (c) The ordinary working hours of shift workers will be an average of 38 per week over a 4 week period cycle, however, no more than 8 hours will be worked on any one shift at ordinary shift rates.

Shifts will be determined within the limits set by the shift definitions in clause 6.1.2(a) and (b), with specific hours to be set by letter of agreement between the employer, the Union and the employees.
- (d) Such hours will be worked as a 4 week cycle with 3 weeks of 5 consecutive working days of 8 hours and one week of 4 working days of 8 hours with a rostered day off.
- (e) Shift work will be worked in accordance with a roster as Mutually Agreed between the employer, the Union and the employees. One week's notice is required by both the employer and the employee to change this roster except in unforeseen circumstances when 24 hours notice will be given.

6.2 **Roster posting**

- 6.2.1 Where a rostered day off falls on a public holiday as prescribed in clause 7.6 the employee and the employer will agree to an alternative day off in lieu thereof.
- 6.2.2 The employer agrees to fairly spread rostered days off from Monday to Friday for all employees.
- 6.2.3 An employee will be advised by the employer at least 7 days in advance of entitlement to a rostered day off.
- 6.2.4 All times worked on an employee's rostered day off will be paid for at the appropriate overtime rate (time and a-half for the first 3 hours, double time thereafter) with a minimum payment as for 3 hours work:

Provided that by mutual agreement the employer and the employee may agree to substitute another day in lieu of the rostered day off, in which case the day that had been rostered off will be regarded as an ordinary working day.

6.3 **Meal breaks**

- 6.3.1 Employees will be given a meal break of not less than half an hour or more than one hour, to be commenced not

earlier than 3.5 hours or later than 5 hours after the commencement of their daily work.

6.4 Rest pauses

- 6.4.1 Employees working 8 hours per day - All employees who work 8 hours in one day will receive a rest pause of 10 minutes duration in the first half and second half of each day worked.
- 6.4.2 Casual employees - employees who work a minimum of 4 consecutive ordinary hours, but less than 8 consecutive ordinary hours, on any one day, will receive a rest pause of 10 minutes' duration. Employees who work a minimum of 8 consecutive ordinary hours (excluding the meal break) on any one day will receive a rest pause of 10 minutes' duration in the first half and the second half of the period worked.
- 6.4.3 Rest pauses will be taken in the employer's time.
- 6.4.4 Rest pauses will be taken at times to suit the convenience of the employer and so as not to interfere with the continuity of work where continuity is necessary:

Provided that employees who are working in a chamber where the temperature is less than minus 1.1c degrees will be allowed a rest period of 10 minutes after each hour worked in addition to the recognised rest pause provided for in clause 6.4. Such extra rest periods may be so arranged that sufficient employees remain in the department to carry on the work.

6.5 Overtime

- 6.5.1 All time worked by any employee before the fixed starting time or after the fixed ceasing time or in excess of the hours prescribed in clause 4.1 will be deemed overtime.
- 6.5.2 Except as hereinafter provided all overtime worked by employees will be paid for at the rate of time and a half for the first 3 hours and double time thereafter on any one day, each day to stand alone when overtime is being computed:
- Provided that:
- (a) all time worked on Sundays will be paid for at the rate of double time;
 - (b) all time worked during a recognised meal break will be paid for at the rate of double time and such payment will continue until a meal break of not less than half an hour has been taken.
- 6.5.3 Employees recalled to work on week days after ordinary ceasing time will be provided with a minimum of 2 hours' work or paid for a minimum of 2 hours at overtime rates:

Provided that in emergent circumstances, where an employee is required to work overtime not exceeding thirty minutes in its duration immediately following their usual finishing time, such employee will be paid as for 30 minutes' work at the appropriate overtime rate.

- 6.5.4 Employees required to work overtime on Saturdays, Sundays and public holidays will be provided with a minimum of 4 hours' work or paid for a minimum of 4 hours at overtime rates.
- 6.5.5 The total number of part-time and casual employees employed by the employer at any one time will not exceed 25% of the total number of employees.

6.6 Crib breaks

- 6.6.1 Employees who are required to continue work after their usual ceasing time will be entitled to a 30 minute crib break after 2 hours, or after one hour if overtime continues beyond 6.00 p.m.

After each further period of 4 hours the employee will be allowed a 45 minutes crib break. No deduction of pay will be made in respect of any such crib breaks:

Provided that if an employee is required to work overtime in excess of 4 hours before the ordinary starting time on any ordinary working day or on a Saturday, Sunday or public holiday, such employee will be allowed a break of 30 minutes for a meal in the employer's time after the expiration of the first 4 hours and after each subsequent 4 hours worked.

- 6.6.2 Shift workers will be allowed a break of not less than 30 minutes crib break, such time to be counted as time worked. Crib time will be commenced as near as practicable to the middle of the shift and in any event, will be commenced not earlier than 3.5 hours after the commencement of the shift and not later than 4.5 hours after such commencement:

Provided that such break will be taken at a time and in such manner that it will not interfere with continuity of work where continuity is necessary.

6.7 Fatigue breaks

- 6.7.1 An employee who works so much overtime between the termination of that employee's ordinary work on one day and the commencement of the employee's ordinary work on the next day that the employee has not at least 10 consecutive hours off duty between those times shall, subject to clause 6.6, 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.
- 6.7.2 If on the instructions of the employer such an employee resumes or continues work without having had such 10 consecutive hours off duty, the employee shall be paid double rates until released from duty for such period. The employee shall then be entitled to be absent until the employee has had 10 consecutive hours off duty without loss of pay for ordinary working time occurring during such absence.
- 6.7.3 Clauses 6.7.1 and 6.7.2 apply in the case of a shift worker who rotates from one shift to another as if 8 hours were substituted for 10 hours when overtime is worked:
- (a) for the purpose of changing shift rosters; or
 - (b) where a shift worker does not report for duty; or
 - (c) where a shift is worked by arrangement between the employees themselves with the approval of the employer.

PART 7 - LEAVE OF ABSENCE AND PUBLIC HOLIDAYS

7.1 Annual leave

- 7.1.1 Every employee (other than a casual employee) 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 on shift work where 3 shifts per day are worked over a period of 7 days per week; and
 - (b) not less than 4 weeks in any other case.
- 7.1.2 Such annual leave is exclusive of any public holiday which may occur during the period of that annual leave and (subject to clause 7.1.3) must 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 wages at a rate in excess of the ordinary wages payable under clause 5.2, at that excess rate; and
 - (b) in every other case, at the ordinary time rate of pay payable to the employee concerned immediately prior to that leave.
- 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 termination of the employment and shall immediately pay to the employee, in addition to all other amounts due to them, their pay, calculated in accordance with clause 7.1.5, for 4 or 5 weeks as the case may be, and also their ordinary time rate of pay for any public holidays 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 in the case of a shift worker, and 1/12th of their pay for the period of their employment in the case of a day worker, 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 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 worker shall be the rate payable for work in ordinary time according to the employee's roster or projected roster, including Saturday, Sunday or public holiday shifts.

- (b) Leading hands etc. - Subject to clause 7.1.5(c), leading hand allowances 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 the 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 in clause 5.2 for the period of the annual leave (excluding shift premiums and weekend penalty rates);
 - (ii) leading hand allowance prescribed in clause 5.2;
 - (iii) a further amount calculated at the rate of 17½% of the amounts referred to in clauses 7.1.5(c)(i) and 7.1.5(c)(ii).
- (d) Clause 7.1.5(c) does not apply to:
- (i) any period or periods of annual leave exceeding -
 - 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
 - exceeding 4 weeks in any other case; or
 - (ii) employers who are already paying an annual leave bonus, loading or other annual leave payment which is not less favourable to employees.

7.1.6 Unless the employee agrees otherwise, the employer must give the employee at least 1 month's notice of the date from which the employee's annual leave will be taken.

7.1.7 Except as provided in clause 7.1.4, it is not lawful for the employer to give, or for the employee to receive, payment in lieu of annual leave.

7.1.8 Such annual leave will be exclusive of any rostered day off which would have occurred had the employee not been on annual leave.

7.1.9 Except as hereinbefore provided it will not be lawful for any employer to give or for any employee to accept payment in lieu of annual leave:

Provided that the annual leave taken at the time concerned will not be extended.

7.1.10 Should an employee become sick during the period of annual leave, such employee will be entitled to claim sick leave in lieu of annual leave for only such period where the duration of such sickness extends over 5 or more days:

Provided that a certificate from a duly qualified medical practitioner will be submitted to the employer covering the period of such sickness.

Provided further that such annual leave credits as may accrue to an employee pursuant to this subclause will be taken at such time as will be Mutually Agreed upon between the employer and employee.

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 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 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;
- (b) a copy of the Family Leave Award is required to be displayed in accordance with section 697 of the Act.

7.5.2 The Family Leave Award 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.
- (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 the 1st January (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

8.1 Conveyance

Where employees have been working overtime outside normal rostered hours, the employer will provide conveyance to transport employees to the railway station or bus stop most convenient to the work place to commute to their places of residence when such employees cease work after their usual form of public transport is not available.

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 General conditions

10.1.1 Lockers

The employer will provide lockers, showers and dressing rooms for employees and maintain them in a satisfactory condition with the co-operation of the employees.

10.1.2 Hot water

The employer will provide equipment and facilities for the supply of boiling water at rest pauses and meal times.

10.1.3 First aid cabinet

A first aid cabinet will be available. Such first aid cabinet will be kept and maintained in accordance with the provisions of the *Workplace Health and Safety (Miscellaneous) Regulation 1995*.

10.2 Protective clothing

10.2.1 Freezers

Freezer suits and boots will be supplied by the employer for employees working in freezers.

10.2.2 Elsewhere

The employer will provide, free of cost to the employee, working attire comprising aprons and/or overalls, caps and hygienic footwear. Such attire to be maintained and laundered by the employer and will remain the property of the employer.

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 the employee does not want that employee's 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 The 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

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 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. The scope, content and level of such courses or seminars shall 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 the employer, may be included under clause 11.3.

Any written application by a 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.

For the purposes of these provisions "ordinary pay" will mean the ordinary time earnings paid to the employee exclusive of any allowances, penalty rates or travelling time and fares.

The granting of such leave will be subject to the following conditions:

11.3.1 The employee must have at least 12 months continuous service with the employer prior to such leave being granted and be the elected Union delegate/representative.

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

- | | |
|---|---|
| (a) Where the employer employs between 10 - 50 employees | 1 |
| (b) Where the employer employs between 51 - 100 employees | 2 |
| (c) Where the employer employs over 100 employees | 4 |

11.3.3 Where the employer has more than one place of employment in Queensland then the maximum number of employees entitled to attend a course at the same time will be 2. This will not prevent the employer from agreeing to release additional employees.

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

11.3.5 Where the 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.

11.3.6 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.

11.3.7 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 day off in a 19 day month working arrangement, or with any other concessional leave.

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

11.3.9 On completion of the course the employee will, upon request, provide to the employer proof of 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 complete copy of this Award will be exhibited in a conspicuous and convenient place on the premises of the employer and will be readily accessible to employees.

11.5 Union encouragement

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, 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 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

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.

11.5.3 Deduction of union fees

Where arrangements can be entered into, employers 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 20 November 2002.

By the Commission,
[L.S.] E. EWALD,
Industrial Registrar.

Operative Date: 20 January 2003