

QUEENSLAND INDUSTRIAL RELATIONS COMMISSION

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

FRUIT AND VEGETABLE GROWING INDUSTRY AWARD - STATE 2002

Pursuant to s. 698 of the *Industrial Relations Act 1999* the Fruit and Vegetable Growing Industry Award - State 2002 with all amendments as at 10 December 2009, is hereby reprinted.

I hereby certify that the Award contained herein is a true and correct copy of the Fruit and Vegetable Growing Industry Award - State 2002 as at 10 December 2009.

Dated 10 December 2009.

G.D. Savill
Industrial Registrar

FRUIT AND VEGETABLE GROWING INDUSTRY AWARD - STATE 2002

PART 1 - APPLICATION AND OPERATION

1.1 Title

This Award shall be known as the Fruit and Vegetable Growing Industry Award - State 2002.

1.2 Arrangement

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1.3 Date of operation

This Award takes effect from 23 December 2002.

1.4 Coverage

Subject to the exemptions in clause 1.7, this Award applies to all employers and their employees engaged in the fruit and vegetable growing industry, including the preparation of land, cultivation, planting, care, picking, handling, treating, packing and despatching of all fresh fruits (including tomatoes) and vegetables, on or from fruit and vegetable farms, vineyards, orchards and plantations, throughout the State of Queensland.

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 "Leading Hand" means an employee appointed to be in charge of and to supervise the work of other employees.

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

1.6 Area of operation

For the purpose of this Award, the Districts shall be as follows:

Southern District - All that portion of the State of Queensland south of the Tropic of Capricorn.

Central District - All that portion of the State of Queensland between the Tropic of Capricorn and the 20th parallel of south latitude.

Northern District - All that portion of the State of Queensland north of the 20th parallel of south latitude.

1.7 Exemptions from coverage

1.7.1 This Award does not apply to:

- (a) members of the employer's family or to share-farmers while engaged as such;
- (b) employees covered by the following:
 - (i) employees of Queensland Government Departments (Other than Public Servants) Award employed by the Department of Primary Industries at regional experimental stations, research stations, and animal health stations; and
 - (ii) Farm Hands, &c., Award - Queensland Agricultural College.

1.8 Parties bound

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

PART 2 - FLEXIBILITY

2.1 Enterprise flexibility

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

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

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

PART 3 - COMMUNICATION, CONSULTATION AND DISPUTE RESOLUTION

3.1 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.

3.1.1 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.

- 3.1.2 If the grievance or dispute is not resolved under clause 3.1.1, 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.
- 3.1.3 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 3.1.5.
- 3.1.4 If the grievance or dispute is still unresolved after discussions mentioned in clause 3.1.2, 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 3.1.2 will not result in resolution of the dispute.
- 3.1.5 If, after discussion between the parties, or their nominees mentioned in clause 3.1.4, 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.
- 3.1.6 Whilst all of the above procedure is being followed, normal work shall continue except in the case of a genuine safety issue.
- 3.1.7 The *status quo* existing before the emergence of the grievance or dispute is to continue whilst the above procedure is being followed.
- 3.1.8 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.
- 3.1.9 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.
- 3.1.10 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 Contract of employment

- 4.1.1 Employees (other than casuals) covered by this Award shall be advised in writing of their employment category upon appointment.

Employment categories are:

- (a) full-time (as prescribed in clause 4.2);
- (b) part-time (as prescribed in clause 4.3); and
- (c) casual (as prescribed in clause 4.4).

4.2 Full-time employment

A full-time employee is an employee engaged to work 40 hours per week on a permanent basis.

4.3 Part-time employment

Employees may be engaged as part-time workers subject to the following conditions:

- 4.3.1 The number of ordinary working hours in any 7 days shall not be less than 16 and shall not exceed 30.
- 4.3.2 The ordinary daily working hours shall be worked continuously excluding meal breaks, and shall not be less than 3 hours or more than 8 hours per day.
- 4.3.3 Part-time employees shall be paid an hourly rate equal to the weekly wage rate prescribed in clauses 5.1 and 5.2 divided by 40.

- 4.3.4 Part-time employees shall be entitled to a proportionate amount of annual leave, sick leave, long service leave, bereavement leave and all public holidays as prescribed for full-time employees.
- 4.3.5 In each instance the proportionate entitlement shall be determined by dividing the average number of hours worked each week by 40.
- 4.3.6 Part-time employees who work a minimum of 4 consecutive ordinary hours on any day shall be entitled to a rest pause of 10 minutes' duration without loss of pay. Such rest pause shall be taken at such times as will not interfere with the continuity of work where continuity in the opinion of the employer is necessary.
- 4.3.7 The spread of ordinary working hours shall be the same as those prescribed for full-time employees.
- 4.3.8 Subject to the provisions contained in clause 4.3 all other provisions of the Award relevant to full-time employees apply to part-time employees.

4.4 Casual employment

- 4.4.1 A casual employee is an employee engaged and paid on an hourly basis whose employment is subject to termination without notice.
- 4.4.2 Casual employees shall be paid at a rate per hour to be ascertained by dividing the appropriate weekly rate by 40 and adding 23%.

4.5 Piecework

- 4.5.1 Agreements for piecework may be entered into between employers and their employees subject to the piecework rate being fixed and reviewed as necessary from time to time so as to enable the average competent employee to earn during ordinary working hours not less than 20% above the hourly rate for the class of work performed, such hourly rate to be ascertained by dividing the weekly rate prescribed in clause 5.1 by 40.
- 4.5.2 In no case shall a full-time employee be paid less than the minimum weekly rate prescribed in clause 5.1:

Provided that this provision shall also apply *pro rata* to part-time and casual employees.

- 4.5.3 Where the minimum remuneration of a pieceworker falls below the minimum earnings prescribed by clause 4.5.1 for more than 3 consecutive ordinary working days, the piecework agreement may be terminated by either party. If neither party so elects, however, the piecework rate as originally fixed shall, notwithstanding anything contained in clause 4.5.1, be deemed to be such as will enable the average competent employee to earn not less than 20% above the hourly rate as prescribed by clause 4.5.
- 4.5.4 Every agreement to work piecework shall be in writing in the form prescribed in Schedule A to this Award.

4.6 Trainees

Trainees may be engaged under this Award in accordance with the *Order for Apprentices' and Trainees' Wages and Conditions (Excluding Certain Queensland Government Entities)*.

4.7 Incidental or peripheral tasks

- 4.7.1 An employer may direct an employee to carry out such duties as are reasonably required within the limits of the employee's skill, competence and training.
- 4.7.2 An 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 properly trained in the use of such tools and equipment.
- 4.7.3 Any direction issued by an employer pursuant to clauses 4.7.1 and 4.7.2 shall be consistent with the employer's responsibilities to provide a safe and healthy working environment.

4.8 Anti-discrimination

- 4.8.1 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* 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 the above attributes;

(b) sexual harassment; and

(c) racial and religious vilification.

4.8.2 Accordingly, in fulfilling their obligations under the grievance and disputes settling procedure in clause 3.1, 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.

4.8.3 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.

4.8.4 Nothing in clause 4.8 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*; or

(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.

4.9 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 two 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

The notice of termination required to be given by an employee shall be 2 days. If an employee fails to give notice, the employer shall have the right to withhold monies due to the employee with a maximum amount equal to the amount the employee would have received under clause 4.9.2(d) for a period of notice of 2 days.

4.9.4 The periods of notice prescribed in clauses 4.9.2 and 4.9.3 shall not be given during periods of annual leave, unless mutually agreed between the employer and the employee concerned.

4.9.5 *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 alternate 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 affects on the employees concerned.
- (c) For the purpose of the consultation the employer shall, as soon as practicable, provide in writing to the employees concerned and, where relevant, their Union or Unions, all relevant information about the proposed terminations including the reasons for the proposed terminations, the number and categories of employees likely to be affected, the number of workers normally employed and the period over which the terminations are likely to be carried out:

Provided that 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 (transmitter) to another employer (transmittee), and an employee who at the time of such transmission was an employee of the transmitter of the business, becomes an employee of the transmittee:
 - (i) the continuity of the employment of the employee shall be deemed not to have been broken by reason of such transmission; and
 - (ii) the period of employment which the employee has had with the transmitter or any prior transmitter shall be deemed to be service of the employee with the transmittee.
- (b) In clause 4.11.3, '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, 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 the time of ceasing employment with the transmittor; and
 - (B) 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.

(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 as amended from time to time.

PART 5 - WAGES AND WAGE RELATED MATTERS

5.1 Wage rates

5.1.1 The minimum rates of wages payable to adult employees in the Southern Division, Eastern District, shall be:

Classification	Award rate per week \$
Adult employee	568.20

NOTE: The rates of pay in this Award are intended to include the arbitrated wage adjustment payable under the 1 September 2009 Declaration of General Ruling and earlier Safety Net Adjustments and arbitrated wage adjustments. This arbitrated wage adjustment may be offset against any equivalent amount in rates of pay received by employees whose wages and conditions of employment are regulated by this Award which are above the wage rates prescribed in the Award. Such payments include wages payable pursuant to certified agreements, currently operating enterprise flexibility agreements, Queensland workplace agreements, award amendments to give effect to enterprise agreements and overaward arrangements. Absorption which is contrary to the terms of an agreement is not required.

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

5.1.2 *Juniors*

Age	Percentage of Adult Rate
Under 16 years	50%
16 and under 17 years	60%
17 and under 18 years	70%
18 and under 19 years	75%
19 years and thereafter	100%

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

5.2 Allowances

5.2.1 *District allowances*

Adult employees in the Central District shall be paid 90 cents per week and adult employees in the Northern District shall be paid \$1.05 per week in addition to the rates prescribed in clause 5.1.1.

Juniors shall be paid the appropriate percentages of the District allowances provided in clause 5.2.1.

The amounts in clause 5.2.1 are payable for all purposes of this Award.

5.2.2 *Leading hands*

Employees appointed as Leading Hands shall be paid \$15.10 per week in addition to the wage rate prescribed in clause 5.1.1 and such extra payment shall be regarded as part of the wage and taken into account in the computation of overtime, annual leave, sick leave, etc:

Provided that an employee employed as Leading Hand for less than a week shall be paid the additional rate on a *pro rata* basis for the time actually worked in that capacity with a minimum payment as for 4 hours at the highest rate on any one day.

5.2.3 *Tree pruning and/or budding and/or grafting*

An employee who on any day is required to carry out the pruning and/or budding and/or grafting of fruit trees shall be paid in respect of each such day or part of a day an extra amount of \$3.45 which shall not be treated as part of the wage or taken into account in the computation of overtime, etc.

5.3 **Payment of wages**

5.3.1 Wages shall be paid at least fortnightly and, at the discretion of the employer, by one of the following means:

- (a) cash;
- (b) cheque; or
- (c) payment directly into an employee's nominated bank account, credit union or building society account without cost to the employee.

5.3.2 Not more than 2 days' pay may be held by the employer.

5.4 **Superannuation**

5.4.1 The superannuation provisions for all employees covered by this Award shall be in accordance with the relevant Commonwealth legislation and based upon the employee's ordinary time earnings.

5.4.2 The following approved funds will be offered to employees:

- (a) Austsafe.
- (b) Sunsuper.

5.4.3 Notwithstanding the provisions of clause 5.4.2 an employer and employee may agree to have the employee's superannuation contributions made to an approved superannuation fund, other than those specified in clause 5.4.2, subject to the following conditions.

- (a) any such agreement must be recorded in writing and signed by the employer and employee and kept on the employee's file;
- (b) a person must not coerce someone else to make an agreement;
- (c) such agreement, where made, will continue until such time as the employer and employee agree otherwise, and shall be made available to relevant persons for the purposes of s. 371 and s. 373 (time and wages records) of the *Industrial Relations Act 1999*;
- (d) any dispute arising out of this process will be handled in accordance with the disputes resolution procedure contained in clause 3.1.

5.4.3 "Ordinary time earnings" for the purposes of clause 5.4 means the actual ordinary rate of pay the employee receives for ordinary hours of work. It includes, as applicable, full-time, part-time or casual Award rates, overaward payments, agreed piecework rates, Leading Hand and tree pruning and/or budding and/or grafting extra rates. The ordinary rate of pay shall not include overtime, disability allowances or any other payments of a like nature.

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

6.1 Hours of work

Subject to clause 4.3 (Part-time employment) the ordinary working hours of all employees other than casuals shall not exceed 40 in any 7 days or 8 hours in any one day to be worked on any 5 days out of 7. Not less than 2 full days off shall be allowed in each week of 7 days. For the purpose of clause 6.1 the term "day" shall mean a period of 24 hours from midnight to midnight.

6.2 Meal breaks

Employees required to work for more than 5 hours continuously on any one shift shall be allowed an unpaid meal break of 60 minutes:

Provided that by mutual agreement the meal break may be reduced to not less than 30 minutes.

6.3 Rest pauses

All employees shall 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 not to interfere with continuity of work where continuity is necessary.

It is agreed that rest pauses will not be eliminated, but where agreed between an 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.

6.4 Overtime

6.4.1 Subject to clause 4.3 (Part-time employment) all time worked by employees, other than casuals, in excess of 8 hours per day or 40 hours per week shall be deemed overtime and paid for at the rate of time and a half for the first 3 hours and double the ordinary rate of pay thereafter.

6.4.2 All time worked by casual employees in excess of 40 hours in any 7 days shall be deemed overtime and paid for at the rate of time and a half for the first 3 hours and double the ordinary rate of pay thereafter.

6.4.3 All time worked by an employee during their meal break shall be paid for at the rate of double the ordinary rate of pay.

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 an 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 shall be exclusive of any public holiday which may occur during the period of that annual leave and (subject to clause 7.1) 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 wages at a rate in excess of the ordinary wages payable under clause 5.1, at that excess rate; and

(b) in every other case, at the ordinary time rate of pay payable under clause 5.1 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 immediately pay to the employee, in addition to all other amounts due to them, their pay, calculated in accordance with clause 7.1.6, for 4 or 5 weeks as the case may be and also their ordinary rate of 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 clause 7.1.1(b) applies, calculated in accordance with clause 7.1.6.

7.1.5 Unless the employee shall otherwise agree, the employer shall give the employee at least 14 days' notice of the date from which such employee's annual leave shall be taken.

7.1.6 *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 7.1.6(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 7.1.6(c), Leading Hand allowances payable for ordinary time worked shall be included in the wages to be paid to employees during annual leave.
- (c) All employees - Subject to clause 7.1.6(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 5.1 for the period of the annual leave (excluding shift premiums and weekend penalty rates);
 - (ii) Leading Hand allowance prescribed in clause 5.2.2;
 - (iii) a further amount calculated at the rate of 17 1/2 % of the amounts referred to in clauses 7.1.6(c)(i) and 7.1.6(c)(ii).
- (d) Clause 7.1.6(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;
 - (ii) any period or periods of annual leave exceeding 4 weeks in any other case; or
 - (iii) employers who are already paying an annual leave bonus, loading or other annual leave payment which is not less favourable to employees.

7.1.7 A period in excess of 3 months during which the employee is on leave of absence without pay shall not be taken into account in calculating the year of employment for the purpose of clause 7.1.1.

7.1.8 Unless the employee shall otherwise agree the employer should give the employee at least 14 days' written notice of the date from which the employee's annual holiday shall be taken.

7.1.9 Except as provided in clauses 7.1.3 and 7.1.4 it shall not be lawful for the employer to give or for the employee to receive payment in lieu of annual leave.

7.2 Sick leave

7.2.1 *Entitlement*

- (a) Every employee, except casuals, pieceworkers, and school-based apprentices and trainees, is entitled to 8 days' 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 one day's sick leave after each 6 weeks of employment.
- (c) Payment for sick leave will be made based on the ordinary number of hours that would have been worked by the employee if they 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 their employer of their 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 their employer a doctor's certificate, or other evidence to the employer's satisfaction, 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 their employer;
- (b) the employer or employee terminates the employee's employment and the employee is re-employed within 3 months; or
- (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.

Employees accumulate sick leave entitlements whilst they are absent from work on paid leave granted by their 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" means a casual employee engaged by a particular employer, on a regular and systematic basis, for several periods of employment during a period of at least one year immediately before the employee seeks to access an entitlement under clause 7.3.2

7.3.3 "Immediate family" includes:

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

7.3.4 *Unpaid leave*

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

7.4 Long service leave

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

7.5 Family leave

The provisions of the Family Leave Award 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 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 All time worked on any of the holidays prescribed in clauses 7.6.1, 7.6.2 and 7.6.3 outside the ordinary starting and ceasing times prescribed by clause 6.1 for the day of the week on which such holiday falls shall be paid for at double the rate prescribed by clause 6.4 for such time when worked outside the ordinary starting and ceasing times on an ordinary working 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 program

9.1.1 Following proper consultation with employees, the employer shall develop a training policy and programme consistent with:

- (a) the current and future skill needs of the enterprise;
- (b) the size, structure and nature of the operations of the enterprise;

- (c) the need to develop vocational skills relevant to the enterprise through courses conducted by appropriate educational institutions and training providers.

9.1.2 *Various costs associated with training*

- (a) Where, as a result of consultation, it is agreed by the employer that additional training in accordance with the programme developed in accordance with clause 9.1.1 should be undertaken by an employee, that training is undertaken either on or off the job:

Provided that if the training is undertaken during ordinary working hours the employee concerned shall not suffer any loss of pay. The employer shall not unreasonably withhold such paid training leave.

- (b) Any costs associated with standard fees for prescribed courses and textbooks (excluding those textbooks which are available in the employer's technical library) incurred in connection with the undertaking of training shall be reimbursed by the employer upon production of evidence of such expenditure:

Provided that reimbursement shall be on an annual basis, subject to the presentation of reports of satisfactory progress.

- (c) Travel costs incurred by an employee undertaking training in accordance with clause 9.1 which exceed those normally incurred in travelling to and from work shall be reimbursed by the employer.

- 9.1.3 Any disputes arising in relation to clause 9.1 shall be subject to the provisions of clause 3.1 (Grievance and dispute settling procedure).

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

10.1 Amenities

- 10.1.1 Where an employee is required, as a condition of employment, to reside on the employer's premises the employer shall provide reasonable accommodation free of charge. Such accommodation shall include wire beds or canvas stretchers with suitable mattresses and adequate artificial light and ventilation for all reasonable domestic requirements.

- 10.1.2 Where by mutual arrangement the employer provides single or married accommodation for employees, other than hut or caravan accommodation, and the employee elects to live in such accommodation, the employer may deduct from the employee's earnings by way of rent for such accommodation an amount to be mutually agreed upon between the employer and the employee concerned.

- 10.1.3 Separate and adequate dining and sleeping quarters and sanitary and washing facilities shall be provided for both sexes, where both male and female employees are employed.

- 10.1.4 The employer shall provide free of charge for all employees living on the employer's premises reasonable cooking facilities and electricity and a sufficient supply of water suitable for drinking, washing and other domestic purposes.

10.2 Protective clothing

- 10.2.1 Where protective clothing or gear is required to be worn, such clothing or gear shall be supplied by the employer but shall remain the property of the employer and be returned by the employee on demand in good order and condition, fair wear and tear excepted, or else the employer may deduct the value of such clothing or gear from the wages of the employee.

- 10.2.2 The supply by the employer and the wearing by the employee of suitable and adequate protective clothing and/or gear shall be mandatory in the case of work involving the use of toxic agricultural chemicals.

10.3 Work in the rain

An employee who is required to work in rain heavy enough to wet the clothes of the employee shall (at the option of the employer) be either provided by the employer with waterproof clothing or shall be paid double rates for all such work. Where double rates are payable in accordance with clause 10.3 they shall be payable for the period commencing from the start of such work until the employee is able to change into dry clothing or until the employee finishes work, whichever is the earlier.

10.4 First aid

First aid kits shall be provided by the employer at each enterprise covered by this Award and maintained in good order and condition so as to be readily available for use at any time.

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 relevant 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 relevant 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 relevant 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 relevant Union, during non-working time.

11.1.5 *Conduct*

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

11.2 Time and wages record

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

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

11.2.2 The time and wages record must also contain:

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

11.2.3 The employer must keep the record for 6 years.

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

11.3 Union encouragement

Preamble

Clause 11.3 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.

11.3.1 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.

11.3.2 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.

11.3.3 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.

11.3.4 Union tickets

(a) An employer shall, on the request in writing of any employee, pay to the Union out of the wages due to such employee in respect of wages, the annual contribution of such employee as a member of the Union.

(b) Should the employee signify, in the order authorising the deduction, that the employee desires such annual contribution to be progressively deducted over subsequent pays, the employer shall so deduct the stated amount in accordance with the terms prescribed in the said authorising order.

11.4 Posting of Award

A copy of this Award shall be displayed in a readily accessible and convenient place on the employer's property.

Dated 23 October 2002.

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

Operative Date: 23 December 2002

Schedule A

FORM OF AGREEMENT FOR PIECEWORK

THIS AGREEMENT made this _____ day of _____ 20____, between _____, hereinafter referred to as "the employer", of the one part, and _____, hereinafter referred to as "the employee", of the other part, witness that pursuant to clause 4.5 (Piecework) of the Fruit and Vegetable Growing Industry Award - State 2002 ("the Award") it is mutually agreed as follows:

(1) The rate to be paid by the employer to the employee for the _____ on the property of the employer known as _____ at _____ shall be _____ per _____.

(2) The piecework rate as fixed by paragraph (1) of this agreement shall be reviewed from time to time as necessary in the light of any changes in the Award rate or in the nature of the work or the conditions under which it is performed so that such piecework rate shall, subject to paragraph (3) of this agreement, be maintained in conformity with clause 4.5 of the Award.

(3) If, during the currency of this agreement, the minimum remuneration of the employee, averaged over a period of 3 consecutive days, is less than such employee would have earned had the employee been employed at the hourly rate prescribed by the Award in clause 5.1 plus 20%, then this agreement may be terminated by the giving of notice of intention to terminate the agreement by one party to the other:

Provided however that if neither party so elects to terminate the agreement, the agreement shall remain in force and the piecework rate as fixed by paragraph (1) of this agreement shall, notwithstanding anything contained in clause 4.5 of the Award, be deemed to conform to the requirements of the Award.

Dated at _____, this _____ day of _____ 20____.

Employer

Employee

Schedule B

Second Tier Wage Approvals

Each of the undermentioned employers, so far as they are bound by this Award being a party to a Restructuring and Efficiency Agreement has satisfied the Commission that the wage increase listed herein should be applicable to its employees in the locations shown operative from the date listed. "Ordinary time" rate of pay for a relevant classification under this Award means the rate prescribed herein for a normal working week (day/hour) exclusive of extraneous payments such as production bonuses, special overtime and penalty rates and allowances for tools, disabilities, shift work, fares and travelling time and payment by results and any other ancillary payment of a like nature.

Employer	Location (Where necessary) Existing as at 1.12.87	Increase in Wage Rate	Operative Date	Approval Date
Sunshine Securities Pty Limited and its wholly owned subsidiary Sunshine Plantations Pty Limited	-	4%	7.11.88	3.11.88