

QUEENSLAND INDUSTRIAL RELATIONS COMMISSION

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

**GRAIN AND ASSOCIATED PRODUCTS MILLING AWARD - SOUTHERN DIVISION 2003**

Following the Declaration of the General Ruling for Overtime Meal Allowance (matter numbers B/2010/34 and B/2010/38), the Grain and Associated Products Milling Award - Southern Division 2003 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 Grain and Associated Products Milling Award - Southern Division 2003 as at 1 January 2011.

Dated 1 March 2011.

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

**GRAIN AND ASSOCIATED PRODUCTS MILLING AWARD - SOUTHERN DIVISION 2003**

**PART 1 - APPLICATION AND OPERATION**

**1.1 Title**

This Award is known as the Grain and Associated Products Milling Award - Southern Division 2003.

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### **1.3 Date of operation**

This Award takes effect from 16 June 2003.

### **1.4 Coverage**

1.4.1 This Award will apply to employees employed in handling, manufacturing, packing and distributing grain and associated products in mills and/or mill depots for whom classifications and rates of pay are prescribed in this Award and to their employers in the grain milling industry:

Provided that this Award will not apply to employees or to employees of contractors and sub-contractors who are employed by Grainco Qld.

## **1.5 Area of operation**

This Award will apply to employers and their employees in the Southern Division of the State of Queensland - that is, all that part of the State south of a line commencing at the junction of the sea-coast with 22 degrees of south latitude; then by that parallel of latitude west to 147 degrees of east longitude; then by that meridian of longitude, south to 22 degrees 30 minutes of south latitude; then by that parallel of latitude west to the western border of the State:

## **1.6 Parties bound**

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

## **1.7 Definitions**

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

1.7.2 "Afternoon Shift" means any shift finishing after 6.00 p.m. and at or before midnight.

1.7.3 "Commission" means the Queensland Industrial Relations Commission.

1.7.4 "Continuous Shift Worker" means an employee who is engaged in a roster arrangement that involves 3 shifts per day, 7 days per week, and is required to regularly rotate throughout those shifts.

1.7.5 "Day Shift" means a shift worked in accordance with the terms of clause 6.1 of this Award, which forms part of a Rostered Shift system.

1.7.6 "Night Shift" means any shift finishing after midnight and at or before 8.00 a.m.

1.7.7 "Rostered Shift" means a shift of which the employee concerned has had at least 24 hours' notice.

1.7.8 "Union" means the Australian Liquor, Hospitality and Miscellaneous Workers Union, Queensland Branch, Union of Employees.

## **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 that Union and the senior management of the employer or the employer's nominated industrial representative. An employee who is not a member of the Union may report the grievance or dispute to senior management or the nominated industrial representative. This should occur as soon as it is evident that discussions under clause 3.1.2 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.

## **3.2 Disciplinary procedures**

- 3.2.1 Where it is agreed between the employer and the majority of employees at a site that a disciplinary procedure should be adopted, it will be introduced on the following basis (unless a contrary agreement already in existence is preferred by the parties):

Outline for a discipline procedure - relating to poor work performance or unsatisfactory conduct.

- 3.2.2 Without limiting the scope of application of this procedure, "poor work performance or unsatisfactory conduct" may include the following:

- Unacceptable work quality;
- Unsafe work practices;
- Wilfully failing to abide by reasonable and lawful directions;
- Excessive absenteeism.

### 3.2.3 *Interview process*

Where it is alleged that an employee's work performance or conduct is of a poor or unsatisfactory standard the following procedure may be adopted:

An interview of the employee should be conducted by the employer or the employer's representative. It is appropriate for another member of management to be present, as well as the Union delegate or the employee's representative (if the employee is a member of the Union), or other nominated or responsible employee, acceptable to the employee being disciplined. At the time of the interview the employee should be informed of the nature of the problem and be given the opportunity to explain their actions.

If the problem is not work related, efforts should be made to provide appropriate professional counselling or other outside assistance, where available.

If the problem is work related, it is suggested that certain details of the interview should be recorded, such as:

- (a) Nature of alleged poor work performances or unsatisfactory conduct and the specific details;
- (b) Date/s of alleged poor work performance or unsatisfactory conduct;
- (c) Date and time of the interview;
- (d) Signature of the parties present at the interview.

A copy of this record should be supplied to the employee concerned.

### 3.2.4 *Discipline*

If a warning results from the initial interview and is unsuccessful a further interview similarly constituted should then take place.

At that time management should produce further evidence of the continued poor work performance or unsatisfactory conduct and the employee should be given the opportunity to explain their continued poor work performance or unsatisfactory conduct.

If the explanation is deemed unsatisfactory management may take disciplinary steps in relation to the employee.

Such disciplinary action may result in dismissal; however, in less serious circumstances it would be appropriate that a further warning be given, and appropriate measures taken.

Appropriate measures may include:

- Relocation in the workplace;
- Reclassification to a lower skill of work;
- Restriction of privileges;
- Admonishments recorded on the employee's personal file.

These forms of disciplinary measures may be either permanent or of a temporary nature, in which case the previous entitlements may then be restored provided the employee's work performance or conduct has improved in the intervening period.

The employee may nonetheless be dismissed if any of these alternative disciplinary measures are not found to be a satisfactory solution.

### 3.2.5 *Dismissal*

- (a) Dismissal following disciplinary procedure:

The employee should be notified in writing of dismissal and the reasons for same. The Union delegate (or the employee's representative) should be notified as soon as practicable if this course of action is to be taken.

- (b) Instant dismissal:

The above procedures deal with poor work performance or unsatisfactory conduct and are not intended to interfere with the right of the employer to dismiss any employee without notice for serious and wilful misconduct that justifies instant dismissal, including malingering, inefficiency or neglect of duty.

In such circumstances the following procedure should be followed:

- (i) An investigation should be conducted to establish the facts.
- (ii) The employee will be interviewed in the presence of another member of management and the Union delegate or the employee's representative (if the employee is a member of the Union) or other nominated or responsible employee acceptable to the employee being disciplined. The employee will be informed of the alleged misconduct.
- (iii) The employee will be given the opportunity to explain or refute the alleged misconduct.
- (iv) If the explanation is unsatisfactory then the employee may be dismissed.

3.2.6 Nothing in clause 3.2 will prevent a party referring any disciplinary matter to the Commission.

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

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

3.3.2 At each plant or enterprise, an employer, the employees and the Union commit themselves to establishing a consultative mechanism and procedures appropriate to the size, structure and needs of that plant or enterprise. Measures raised by the employer, employees or Union for consideration consistent with the objectives of clause 3.3.1 will be processed through that consultative mechanism and procedures.

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

### **4.1 Employment categories**

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); and
- (c) Casual (as prescribed in clause 4.3).

4.1.2 Probationary period of employment

All new full-time and part-time employees will be employed under a probationary period of 3 months commencing from the date of engagement. During the probationary period employment will be on a day to day basis and the employee's employment may be terminated by either the employer or the employee at the end of any day or shift without notice.

### **4.2 Part-time employees**

4.2.1 Part-time employee will mean an employee who is employed on a weekly basis to work regular days and regular hours, either of which are less than the number of days or hours worked by full time weekly employees employed at a site, but such days will not be less than 2 days per week and such hours will not be less than 16 per week.

4.2.2 The ordinary hours of work for a part-time employee will be worked on the following basis:

- (a) Within a work cycle not exceeding 7 consecutive days; or
- (b) Over a work cycle not exceeding 28 consecutive days; or
- (c) Such other methods as may be agreed by the majority of part-time employees affected.

- 4.2.3 A part-time employee means a weekly employee who is engaged to work on pre-determined days of the week for a regular number of hours, being at least 16 hours and less than 38 hours per week. Except as hereinafter provided, all conditions provided for permanent full-time employees will apply to part-time employees.
- 4.2.4 Part-time employees will be paid an hourly rate equal to 1/38th of the weekly rate prescribed by this Award for the classification under which they are engaged.
- 4.2.5 The spread of hours of part-time employees will be the same as that applicable to full-time weekly employees in the section of the establishment in which they are employed. The number of ordinary hours will not on any day exceed the number of ordinary hours of full-time employees in the section in which the employee is employed and will not in any week exceed the number of hours of full-time employees in the section without the payment of overtime.
- 4.2.6 Part-time employees will be entitled to receive *pro-rata* entitlements to annual leave, public holidays, sick leave, bereavement leave, jury service and long service leave, in accordance with the provisions contained in this Award.

### **4.3 Casual employees**

- 4.3.1 Casual employee will mean an employee who is engaged as such.
- 4.3.2 The engagement of casual employees shall be on an hourly basis with a minimum payment on any day for 2 hours worked.
- 4.3.3 The ordinary hours of work will not exceed 38 hours in any week.
- 4.3.4 The rate of pay for a casual employee will be not less than the Award rate plus 23%. Where a casual employee works on any day, Monday to Friday, in excess of the number of ordinary hours worked by full-time employees in the establishment, the rate of pay for working such excess hours will be time and a half for the first 3 hours and double time thereafter and such rate will not include the casual loading.

### **4.4 Mixed functions**

- 4.4.1 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 hour or less then payment of the higher rate for 4 hours.
- 4.4.2 Clause 4.4.1 will not apply to employees who are undergoing training to enable them to progress to a higher level or during a structured training programme.

### **4.5 Incidental and peripheral tasks**

- 4.5.1 An employer may direct an employee to carry out such duties as are reasonably within the limits of the employee's skill, competence and training.
- 4.5.2 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 (where relevant).
- 4.5.3 Any direction issued by an employer pursuant to provisions 4.5.1 and 4.5.2 will be consistent with the employer's responsibilities to provide a safe and health working environment.

### **4.6 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)*.

### **4.7 Stand-down of employees**

Notwithstanding any provision of this Award an employer may stand-down any employee without pay on any day, or for part of any day, on which the employee cannot be usefully employed because of the occurrence of anything for which the employer is not responsible or over which the employer has no control.

### **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 Act as amended from time to time, which includes:

- (a) discrimination on the basis of sex, marital status, family responsibilities, pregnancy, parental status, age, race, impairment, religion, political belief or activity, trade union activity, lawful sexual activity and association with, or relation to, a person identified on the basis of any of the above attributes;
- (b) sexual harassment; and
- (c) racial and religious vilification.

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

4.8.3 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*;
- (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*

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

##### *4.9.2 Termination by employer*

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

| Period of Continuous Service                 | Period of Notice |
|--|------------------|
| not more than 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 clause 4.9.2(a), employees over 45 years of age at the time of giving of notice and with not less than 2 years' continuous service, shall be entitled to an additional week's notice.

(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 ordinary time rate of pay for the employee concerned shall be used.

(e) The period of notice in clause 4.9.2 shall not apply in the case of dismissal for misconduct or other grounds that justify instant dismissal, or in the case of casual employees, or employees engaged for a specific period of time or for a specific task or tasks.

##### *4.9.3 Notice of termination by employee*



The notice of termination required to be given by an employee shall be one week. If an employee fails to give notice the employer shall have the right to withhold monies due to the employee with a maximum amount equal to the ordinary time rate for the period of notice.

#### **4.10 Introduction of changes**

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

- (a) Where an employer has made a definite decision to introduce major 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 their Union.
- (b) "Significant effects" include termination of employment, major changes in the composition, operation or size of the employer's workforce or in the skills required; the elimination or diminution of job opportunities or job tenure; the alteration of hours of work; the need for retraining or transfer of employees to other work or locations and the restructuring of jobs:

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

##### *4.10.2 Employer's duty to discuss change*

- (a) The employer shall discuss with the employees affected and their Union, *inter alia*, the introduction of the changes referred to, the effects the changes are likely to have on employees and measures to avert or mitigate the adverse effects of such changes on employees.
- (b) The discussions shall commence as early as practicable after a definite decision has been made by the employer to make the changes referred to in clause 4.10.1.
- (c) For the purpose of such discussion, the employer shall provide in writing to the employees concerned and their Union, all relevant information about the changes including the nature of the changes proposed, the expected effects of the changes on employees and any other matters likely to affect employees:

Provided that an employer shall not be required to disclose confidential information, the disclosure of which would be inimical to the employer's interests.

#### **4.11 Redundancy**

##### *4.11.1 Discussions before terminations*

- (a) Where an employer has made a definite decision 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 hold discussions with the employees directly affected and, where relevant, their Union.
- (b) The discussions shall take place as soon as it is practicable after the employer has made a definite decision which will invoke clause 4.11.1, and shall cover *inter alia*, the reasons for the proposed terminations, measures to avoid or minimise the terminations and measures to avert or mitigate the adverse effects of any terminations of the employees concerned.
- (c) For the purpose of the discussion the employer shall, as soon as practicable, provide in writing to the employees concerned and their Union, all relevant information about the proposed terminations including the reasons for the proposed terminations, the number and categories of employees likely to be affected, the number of workers normally employed and the period over which the terminations are likely to be carried out:

Provided that an employer shall not be required to disclose confidential information, the disclosure of which would be inimical to the employer's interests.

##### *4.11.2 Transfer to lower paid duties*

Where an employee is transferred to other duties for reasons set out in 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, pursuant to clause 4.9.2, if their employment had been terminated, and the employer may, at the employer's option, make payment in lieu thereof of an amount equal to the difference between the former ordinary time rate of pay and the new lower ordinary time rate of pay for the number of weeks of notice still owing.

##### *4.11.3 Transmission of business*

- (a) Where a business is, whether before or after the date of this Award, transmitted from an employer (the "transmittor") to another employer (the "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) "Business" includes trade, process, business or occupation and includes part 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 thereof as soon as possible giving relevant information including a written statement of the reasons for the terminations, the number and categories of the employees likely to be affected and the period over which the terminations are intended to be carried out.

#### 4.11.6 *Severance pay*

In addition to the period of notice prescribed for ordinary termination in clause 4.9.2, and subject to further order of the Commission, an employee whose employment is terminated for reasons set out in clause 4.11.1 shall be entitled to the following amounts of severance pay:

| Period of Continuous Service                | Severance Pay |
|---|---------------|
| 1 year or less                              | nil           |
| 1 year and up to the completion of 2 years  | 4 weeks' pay  |
| 2 years and up to the completion of 3 years | 6 weeks' pay  |
| 3 years and up to the completion of 4 years | 7 weeks' pay  |
| 4 years and over                            | 8 weeks' pay  |

"Weeks' pay" means the ordinary time rate of pay for the employee concerned.

#### 4.11.7 *Superannuation benefits*

Subject to further order of the Commission where an employee who is terminated receives a benefit from a superannuation scheme, such employee shall only receive under clause 4.11.6 the difference between the severance pay specified in that clause and the amount of the superannuation benefit such employee receives which is attributable to employer contributions only. If this superannuation benefit is greater than the amount due under clause 4.11.6 then the employee shall receive no payment under that clause.

#### 4.11.8 *Employee leaving during notice*

An employee whose employment is terminated for reasons set out in clause 4.11.1 may terminate such employment during the period of notice specified in clause 4.9.2, and, if so, shall be entitled to the same benefits and payments under clause 4.11 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;
- (b) to employees engaged for a specific period of time or for a specific task or tasks; or
- (c) to casual employees.

#### 4.11.12 *Employers exempted*

Subject to an order of the Commission, in a particular redundancy case, clause 4.11 shall not apply to employers who employ less than 15 people.

#### 4.11.13 *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 Definition of classifications**

#### *Classification Structure*

##### 5.1.1 *Level 1*

- (a) Level one employees are persons with minimal knowledge, training or experience and are under direct supervision until they meet the competency requirements of Level 2. They must also have completed the following Basic Induction Program covering:
  - (i) Company occupational health and safety manual;
  - (ii) Conditions of employment;
  - (iii) Company policies and objectives;
- (b) An employee at this level receives training in Level 2 so as to competently perform tasks in that level.
- (c) Typical tasks:
  - (i) General hand:
    - General labouring, housekeeping and cleaning duties;
    - Routine non-trades maintenance as directed under supervision.
  - (ii) General laboratory operative:
    - General sampling;
    - Simple laboratory tests;

- Basic documentation of simple tests.

(d) Typical qualifications:

- (i) Suitable to the work in which the employee is engaged.
- (ii) Adequate literacy and numeracy skills.
- (iii) Ability to understand and carry out simple instructions.
- (iv) Completion of an induction course or other structured training for competent performance of Level 2 duties.

5.1.2 *Level 2*

(a) Level 2 employees are persons with basic knowledge, training or experience and are under direct supervision. They must demonstrate the ability to competently:

- (i) Abide by the company occupational health and safety regulations;
- (ii) Maintain housekeeping standards where directed;
- (iii) Conduct quality checks on products as laid down in the company quality assurance program;
- (iv) Exercise minimal decision making.

(b) An employee at this level will, at the request of management, receive training in Level 3 so as to competently perform tasks in that level if and when positions become available.

(c) Typical tasks:

(i) Generic tasks typical at Level 2 include, but are not limited to:

- Any task described in Level 1;
- Maintain daily documentation (tallies);
- Identify basic machine faults;
- Stacking receptacles;
- Product sampling for laboratory analysis;
- Remix product;
- Routine cleaning and/or non-trades maintenance as delegated.

(ii) Packing operative:

- Operate packing equipment including scaling, packing and closing receptacles;
- Maintain packing equipment hygiene standards.

(iii) Warehouse operative (Grade 2):

- Load or unload vehicles of products or ingredients manually;
- Order picking and pre-delivery of goods;

(iv) Silo operative:

- Weighing, unloading or loading vehicles of grain;
- Daily grain silos stock-counting.

(v) Laboratory operative (Grade 3):

- Competently skilled in one area of physical dough test, chemical test or bake test analysis.

(d) Typical qualifications

- (i) Suitable to work in which the employee is engaged.
- (ii) Adequate literacy and numeracy skills.
- (iii) Ability to understand and carry out instructions.
- (iv) May be enrolled in the basic Flour Milling Certificate Course.

5.1.3 Level 3

(a) Level 3 employees are persons who fulfil adequately the knowledge and experience requirements of this level and are under general supervision. They must demonstrate the ability to competently:

- (i) Abide by company occupational health and safety regulations;
- (ii) Be responsible for maintaining housekeeping standards;
- (iii) Be responsible for conducting product quality checks as laid down in the company quality assurance programme;
- (iv) Exercise limited decision making.

(b) An employee at this level may, at the request of management, receive training in Level 4 so as to competently perform tasks in that level if and when positions become available.

(c) Typical tasks

(i) Generic tasks typical at Level 3 may include:

- Any task described in Level 2;
- Maintain documentation;
- Identify machine faults;
- Responsibility for product sampling;
- Routine non-trades maintenance tasks.

(ii) Mixing operative:

- Operate mixing equipment;
- Weigh and blend ingredients from a predetermined recipe or instruction;

(iii) Head warehouse operative:

- Routine non-trades maintenance of operating equipment;
- Document incoming/outgoing goods;
- Operate weighbridge.

(iv) Warehouse operative (Grade 1):

- Load/Unload vehicles of products or ingredients mechanically.

(v) Quality controller:

- Identifies and segregates products;
- Maintains product quality status;
- Ensures only approved product leaves site.

(vi) Stock controller:

- Reconciliation of stock levels;
- Investigates stock damage and variances.

(vii) Laboratory operative (Grade 2):

- Competently skilled in 2 areas of physical dough test, chemical test or bake test analysis.

(viii) Mill operative (Grade 3):

- Operates screenroom equipment;
- Operates milling equipment as designated.

(d) Typical qualifications

- (i) Enrolment in, for eventual completion of, Basic Flour Milling Certificate.
- (ii) Competent literacy and numeracy skills.
- (iii) Ability to understand and carry out written instructions.
- (iv) Enrolled in a supervision course as requested and approved by management.
- (v) Forklift licence.

#### 5.1.4 Level 4

(a) Level 4 employees are persons who fulfil competently the knowledge and experience requirements of this level and are under limited supervision. They must demonstrate the ability to competently:

- (i) Abide by company occupational health and safety regulations;
- (ii) Be responsible for maintaining housekeeping standards;
- (iii) Be responsible for conducting product quality checks as laid down in the company quality assurance program;
- (iv) Exercise limited decision making.

(b) An employee at this level may, at the request of management, receive training in Level 5 or 6 so as to competently perform tasks in that level if and when positions become available.

(c) Typical tasks

- (i) Generic tasks typical at Level 4 may include:
  - Any task described in Level 3;
  - Be responsible for non-trades maintenance and documentation;
  - Responsibility for product sampling and testing;
  - Allocate tasks to others;
  - Interpret laboratory analysis;
  - Set up designated equipment;
  - Carry out routine non-trades maintenance as per instructions.
- (ii) Laboratory operative (Grade 1):
  - Refers exceptional analysis to senior staff;

- Competently skilled in all areas of physical dough test, chemical or bake test analysis.

(iii) Mill operative (Grade 2):

- Regulates screenroom equipment to meet grain specification;
- Monitors and reports on unusual variances in mill stocks;
- Operates mill equipment in a specified section or area of the mill.

(d) Typical qualifications

- (i) Completion of Basic Flour Milling Certificate and enrolment in the First Year Operative Certificate.
- (ii) Competent literacy and numeracy skills.
- (iii) Ability to understand and carry out detailed written instructions.
- (iv) Completion of a supervision course as requested and approved by management.

### 5.1.5 Level 5

(a) Level 5 employees are persons who fulfil competently the knowledge and experience requirements of this level and are under limited supervision. They must demonstrate the ability to competently:

- (i) Abide by company occupational health and safety regulations;
- (ii) Be responsible for maintaining housekeeping standards;
- (iii) Be responsible for conducting product quality checks as laid down in the company quality assurance program;
- (iv) Delegate to and supervise the work of others;
- (v) Be responsible for their own work.

(b) An employee at this level may, at the request of management, receive training in Level 6 or 7 so as to competently perform tasks in that level if and when positions become available.

(c) Typical tasks

(i) Generic tasks typical at Level 5 may include:

- Any task described in Level 4;
- Allocate tasks to and supervise performance of others;
- Interpret and act on laboratory analysis;
- Regulate all equipment;
- Be responsible for and report on routine non-trades maintenance as delegated.

(ii) Mill operative (Grade 1):

- Regulates screenroom equipment;
- Is responsible for setting up milling equipment in a designated area;
- Monitors mill stocks and adjusts milling equipment;
- Is competently multi-skilled in all facets of practical flour milling.

(iii) Shift milling supervisor (Grade 3):

Conducts all tasks in clause 5.1.5(b) as well as:

- Is responsible for routine non-trades maintenance;

- Adjusts milling equipment as required;
- Operative PLC systems where required;
- Is responsible for production efficiency and personnel on shift as directed.

(d) Typical qualifications

- (i) Completion of Flour Milling Operatives Certificate.
- (ii) Ability to understand and carry out complex written instructions.
- (iii) Completion of a supervision and communications course as requested and approved by management.

5.1.6 *Level 6*

(a) Level 6 employees are persons who fulfil competently the knowledge and experience requirements of supervisory level and are under limited supervision themselves. They must demonstrate the ability to competently:

- (i) Abide by the company occupational health and safety regulations;
- (ii) Exercise considerable supervisory responsibility;
- (iii) Take full control of a designated section;
- (iv) Maintain management philosophies and policies;
- (v) Be responsible for quality as laid down in the company quality assurance program;
- (vi) Implements training as required.

(b) An employee at this level may, at the request of management, receive training in other areas.

(c) Typical tasks

- (i) Generic tasks typical at Level 6 may include:
  - Designated tasks described in Levels 3, 4 or 5.
  - Be accountable for maintenance of documentation;
  - Accountability for product sampling and testing;
  - Allocate tasks to and supervise performance of others;
  - Interpret and act on laboratory analysis;
  - Delegate regulation of all equipment;
  - Organise routine plant maintenance;
  - Organise training for personnel under their authority;
  - Is responsible for staff productivity and efficiency of operations.
- (ii) Warehouse despatch supervisor:
  - Implements production program;
  - Communicates with transportation facilities;
  - Delegates pallet control responsibility;
  - Ensures adequate unloading or loading, segregation, and despatch of goods as per requirements.
- (iii) Silo supervisor:



- Supervises intake, segregation and storage of grain;
  - Prepares blends (in some cases, under supervision).
- (iv) Packing/mixing supervisor:
- Operates PLC systems where required;
  - Implements production program;

(d) Typical qualifications

- (i) Completion of Operatives Flour Milling Certificate.
- (ii) Completion of a supervision and communications course.
- (iii) Enrolment in approved management course as requested and approved by management.
- (iv) Ability to understand and carry out any instruction.
- (v) First Aid Certificate.

5.1.7 Level 7

- (a) Level 7 employees are persons who fulfil competently the knowledge and experience requirements of supervisory level within a mill operating a complex plant on a shift basis and are under limited supervision. They must demonstrate the ability to competently:
- (i) Abide by the company occupational health and safety regulations;
  - (ii) Exercise considerable supervisory responsibility;
  - (iii) Take full control of a milling plant section;
  - (iv) Maintain management philosophies and policies;
  - (v) Be responsible for quality as laid down in the company quality assurance program.
  - (vi) Be multi-skilled in all facets of theoretical and practical flour milling.
  - (vii) Implement training as delegated.
- (b) An employee at this level may, at the request of management, receive training in other areas.

(c) Typical tasks

Generic tasks (Shift Milling Supervisor) typical at Level 7 may include:

- All tasks described in Level 5;
- Accountability for product sampling and testing;
- Allocate tasks to and supervise performance of others;
- Delegate regulation of all equipment;
- Organise routine plant maintenance;
- Implement production program;
- Prepare blends as instructed;
- Operates PLC systems where required;
- Is responsible for production efficiency and personnel on shift as directed.

(d) Typical qualifications

- (i) Completion of Operatives Flour Milling Certificate in Milling and enrolment in the first year of the Advanced Certificate in Flour Milling.
- (ii) Completion of a supervision and communications course.
- (iii) Enrolment in approved management course as requested and approved by management.
- (iv) Ability to understand and carry out any instruction.
- (v) First Aid Certificate.

#### 5.1.8 Level 8

- (a) Head Milling Supervisors are persons who fulfil competently the knowledge and experience requirements of supervising the operations of a milling plant as delegated by management and are under very limited supervision. They must demonstrate the ability to competently:
  - (i) Abide by the company occupational health and safety regulations;
  - (ii) Exercise total supervisory responsibility for the milling operation;
  - (iii) Take full responsibility for milling operation productivity;
  - (iv) Maintain management philosophies and policies;
  - (v) Take full responsibility for quality as laid down in the company quality assurance program;
  - (vi) Schedule and implement in-house training programs.
- (b) An employee at this level may, at the request of management, receive training in other areas.
- (c) Typical tasks
  - (i) Any tasks described in Level 7;
  - (ii) Accountable for milling documentation;
  - (iii) Delegate authority to others to attend to any machine faults;
  - (iv) Supervise performance of milling personnel;
  - (v) Interpret and act and report on laboratory analysis;
  - (vi) Oversee regulation of all equipment;
  - (vii) Plan, organise and delegate routine plant maintenance;
  - (viii) Designs production program;
  - (ix) Prepare blends.
- (d) Typical Qualifications
  - (i) Completion of Advanced Certificate in Flour Milling;
  - (ii) Completion of a supervision and communications course;
  - (iii) Enrolment in approved management course as requested and approved by management;
  - (iv) Ability to understand and carry out any instruction;
  - (v) Competent in solving complex problems;
  - (vi) First aid certificate

## 5.2 Wages

5.2.1 The minimum rates of wages payable to the following classes of employees within the Southern Division, Eastern District, shall be:

| Classification | Wages Per<br>Week<br>\$ |
|----------------|-------------------------|
| Level 1        | 588.20                  |
| Level 2        | 604.90                  |
| Level 3        | 630.00                  |
| Level 4        | 650.80                  |
| Level 5        | 682.00                  |
| Level 6        | 690.30                  |
| Level 7        | 707.00                  |
| Level 8        | 730.10                  |

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

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

#### 5.2.2 *Excess payments*

Wage rates at Level 2 above include a \$24.00 excess amount. Such excess amount is to be phased out by the amount of any increase/s to the base rate and supplementary payment until such amount is fully absorbed.

#### 5.2.3 *Juniors*

The minimum rates of wages payable to junior employees will be calculated to the nearest 10 cents with any result of 5 cents or more being taken to the next highest 10 cent multiple and will bear the following percentage relationships to the minimum adult rate:

| Years of Age    | Percentage of<br>appropriate<br>minimum<br>adult rate |
|-----------------|---|
| 16 Years        | 60%   |
| 17 Years        | 80%   |
| 18 Years & Over | 100%  |

No junior under the age of 16 years will be employed in a mill.

### 5.3 **Allowances**

5.3.1 Employees engaged in discharging bulk grain containers into immediate storage where dust is prevalent will be paid 104.4c per hour whilst so engaged.

5.3.2 An employee working in close proximity to persons discharging bulk grain where dust is prevalent will be paid 63.25c per hour or part thereof for the time so engaged. The prevalence of dust will be determined by agreement between the mill manager and the representative of the Union at each Mill.

5.3.3 Where the mill manager and the representative of the Union at the Mill agree that work being performed is unusually or excessively dirty or dusty, an allowance of 53c per hour will be paid.

5.3.4 An employee engaged in cleaning bags other than by machine will be paid an extra rate of \$4.19 per day or part thereof in addition to their ordinary or overtime rate for the time so engaged.

5.3.5 An employee who by agreement with the employer uses their own motor vehicle on the employer's business will be paid an allowance of 40c per kilometre travelled.

### 5.3.6 *First aid attendant*

An employee who has been appointed as a first aid attendant by the employer will be paid \$13.90 per week. This amount will be in addition to any amount paid for annual leave, sick leave and public holidays. This amount will not be taken into account when calculating penalty payments.

5.3.7 An employee required to work overtime for more than 2 hours, without being notified the day before that such employee will be so required to work, will be paid \$12.10 meal allowance.

## 5.4 **Payment of wages**

5.4.1 The payment of wages will be either weekly or fortnightly, by way of electronic fund transfer into a bank account of the employee's choice, according to the custom in force in the individual mills at the date of this Award:

Provided that not more than 2 days' wages will be kept in hand.

5.4.2 The employer will indicate either by noting on the pay envelope of the employee, or by way of a statement in writing handed to the employee, at the time of paying such employee's wages, how the payment is calculated by including in such noting or statement, such particulars as regards the date of payment, the period covered thereby, the rate of wages, the number of hours worked, any overtime payments applicable and details of any deductions made therefrom.

## 5.5 **Occupational superannuation**

5.5.1 *Application* - In addition to the rates of pay prescribed by this Award, eligible employees (as defined in clause 5.5.3(b)) shall be entitled to occupational superannuation benefits, subject to the provisions of clause 5.5.

### 5.5.2 *Contributions*

(a) Amount - As from 1 January 2005 every employer shall contribute on behalf of each eligible employee an amount calculated at 9% of the employee's ordinary time earnings, into an approved fund, as defined in 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%.

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

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

(d) Absences from work - Contributions shall continue to be paid on behalf of an eligible employee during any absence on paid leave such as annual leave, long service leave, public holidays, sick leave and bereavement leave, but no employer shall be required to pay superannuation contributions on behalf of any eligible employee during any unpaid absences except in the case of absence on workers' compensation.

(e) Other contributions - Nothing in clause 5.5 shall preclude an employee from making contributions to a fund in accordance with the provisions of the trust deed of the fund.

(f) Cessation of contributions - An employer shall not be required to make any further contributions on behalf of an eligible employee for any period after the end of the ordinary working day upon which the contract of employment ceases to exist.

(g) No other deductions - No additional amounts shall be paid by the employer for the establishment, administration, management or any other charges in connection with the fund other than the remission of contributions as prescribed in clause 5.5.

### 5.5.3 *Definitions*

(a) "Approved fund" means a fund (as defined in clause 5.5.3(c)) approved for the purposes of clause 5.5 by the Commission as one to which occupational superannuation contributions may be made by an employer on behalf of an employee, as required by clause 5.5. Such approved fund may be individually named or may be identified by naming a particular class or category.

- (b) "Eligible employee" means any employee who has been employed by the employer during 5 consecutive weeks and who has worked a minimum of 50 hours during that period. After completion of the above qualifying period, superannuation contributions shall then be made in accordance with clause 5.5.2 effective from the commencement of that qualifying period.
- (c) "Fund" means a superannuation fund satisfying the Commonwealth legislation for occupational superannuation funds and satisfying the superannuation fund conditions in relation to a year of income, as specified in the relevant Act and complying with the operating standards as prescribed by Regulations made under the relevant Act. In the case of a newly established fund, the term shall include a superannuation fund that has received a notice of preliminary listing from the Insurance and Superannuation Commissioner.
- (d) "Ordinary time earnings" for the purposes of clause 5.5 means the actual ordinary time rate of pay the employee receives for ordinary hours of work including shift loading, skill allowances and leading hand allowances, where applicable. The term includes any over-award payment as well as casual rates received for ordinary hours of work. Ordinary time earnings shall not include overtime, disability allowances, commission, bonuses, lump sum payments made as a consequence of the termination of employment, annual leave loading, penalty rates for public holiday work, fares and travelling time allowances or any other extraneous payments of a like nature.

5.5.4 For the purposes of this Award, an approved fund means:

- (a) Sunsuper.
- (b) Any named fund as is agreed to between the relevant employer/Union parties to this Award and as recorded in an approved Industrial Agreement.
- (c) In the case of a minority group of employees of a particular employer, any industry, multi-industry or other fund which has been approved in an award or an agreement approved by an Industrial Tribunal whether State or Federal jurisdiction which has already had practical application to the majority of award employees of that employer.
- (d) As to employees who belong to the religious fellowship known as the Brethren, who hold a Certificate issued pursuant to section 115 of the Act and are employed by an employer who also belongs to that fellowship, any fund nominated by the employer and approved by the Brethren.
- (e) Any fund agreed between an employer and an employee who holds a Certificate issued pursuant to section 115 of the Act where membership of a fund cited in an award would be in conflict with the conscientious beliefs of that employee in terms of section 115 of the Act.
- (f) In relation to any particular employer, any other established fund to which that employer was already actually making regular and genuine contributions in accordance with clause 5.5.2 on behalf of at least a significant number of that employer's employees covered by this Award as at 29 September 1989 and continues to make such contribution.
- (g) The employer and employee may agree to have the employee's superannuation contributions made to an approved superannuation fund, other than those specified in this Award.
  - (i) Any such agreement must be recorded in writing and signed by the employer and employee and kept on the employee's file.
  - (ii) A person must not coerce someone else to make an agreement.
  - (iii) 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 sections 371 and 373 (inspection of time and wage records) of the Act.
  - (iv) Any dispute arising out of this process will be handled in accordance with the grievance and dispute settling procedure as contained in clause 3.1.

5.5.5 *Challenge of a fund*

- (a) An eligible employee being a member or a potential member of a fund, as well as the Union, may by notification of a dispute to the Commission challenge a fund on the grounds that it does not meet the requirements of clause 5.5.
- (b) Notwithstanding that the Commission determines that a particular fund does not meet the requirements of clause 5.5, the Commission may in its discretion and subject to any recommendation, direction or order it

may make, recognise any or all of the contributions previously made to that fund as having met the requirements or part thereof of clause 5.5.2 up to and including the date of that determination.

- (c) In the event of any dispute over whether any fund complies with the requirements of clause 5.5, the onus of proof shall rest upon the employer.

#### 5.5.6 *Fund selection*

- (a) No employer shall be required to make or be prevented from making, at any one time, contributions into more than one approved fund. Such fund, other than a fund referred to in clauses 5.5.4(c), (d), (e), (f) and (g) shall be determined by a majority decision of employees.
- (b) Employees who are members of an established fund covered by clause 5.5.4(f) shall have the right by majority decision to choose to have the contributions specified in clause 5.5.2 paid into a fund as provided for elsewhere in clause 5.5.4 in lieu of the established fund to which clause 5.5.4(f) has application.
- (c) The initial selection of a fund recognised in clause 5.5.4 shall not preclude a subsequent decision by the majority of employees in favour of another fund recognised under that clause where the long term performance of the fund is clearly disappointing.
- (d) Where this provision has been utilised and as a result another approved fund is determined, access to a further re-appraisal of the fund for the purpose of favouring yet another fund shall not be available until a period of 3 years has elapsed after that utilisation of this provision.

#### 5.5.7 *Enrolment*

- (a) Each employer to whom clause 5.5 applies shall as soon as practicable as to both current and future eligible employees:
  - (i) Notify each employee of the employee's entitlement to occupational superannuation;
  - (ii) Consult as may be necessary to facilitate the selection by employees of an appropriate fund within the meaning of clause 5.5.4;
  - (iii) Take all reasonable steps to ensure that upon the determination of an appropriate fund, each eligible employee receives, completes, signs and returns the necessary application form/s provided by the employer, to enable that employee to become a member of the fund; and
  - (iv) Submit completed application form/s and any other relevant material to the trustees of the fund.
- (b) Each employee upon becoming eligible to become a member of a fund determined in accordance with clause 5.5 shall:
  - (i) complete and sign the necessary application form/s to enable that employee to become a member of that fund; and
  - (ii) return such form/s to the employer within 28 days of receipt of the application form/s in order to be entitled to the benefit of the contributions prescribed in clause 5.5.2.
- (c) Where an employer has complied with the requirements of clause 5.5.7(a) and an eligible employee fails to complete, sign and return the application form/s within 28 days of the receipt by the employer of that form/s, then that employer shall:
  - (i) Advise the eligible employee in writing of the non-receipt of the application form/s and further advise the eligible employee that continuing failure to complete, sign and return such form/s within 14 days could jeopardise the employee's entitlement to the occupational superannuation benefit prescribed by clause 5.5.
  - (ii) In the event that the eligible employee fails to complete, sign and return such application form/s within the specified period of 14 days be under no obligation to make any occupational superannuation contributions in respect of such eligible employee excepting as from any subsequent date from which the completed and signed application form/s is received by the employer.
  - (iii) In the event that the eligible employee fails to return a completed and signed application form/s within a period of 6 months from the date of the original request by the employer, again advise that eligible employee in writing of the entitlement and that the receipt by the employer of a completed and signed application form/s is a pre-requisite to the payment of any occupational superannuation contributions.

- (iv) At the same time as advising the eligible employee pursuant to clause 5.5.7(c)(iii) submit both to the Chief Industrial Inspector, Brisbane and to the Union a copy of each letter forwarded by the employer to the eligible employee pursuant to clauses 5.5.7(c)(i) and 5.5.7(c)(iii).
- (d) Where an employer fails to provide an eligible employee with an application form/s in accordance with clause 5.5.7(a)(iii) the employer shall be obliged to make contributions as from the date the employee became an eligible employee provided that the eligible employee completes, signs and returns to the employer an application form/s within 28 days of being provided with the application form/s by the employer. Where the eligible employee fails to complete, sign and return an application form/s within such period of 28 days the provisions of clause 5.5.7(c) shall apply.

#### 5.5.8 *Unpaid contributions*

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

The making of such contributions satisfies the requirements of clause 5.5 excepting that resort to clause 5.5.8 shall not limit any common law action which may be available in relation to death, disablement or any similar cover existing within the terms of a relevant fund.

#### 5.5.9 *Exemptions*

- (a) An employer may apply to the Commission for exemption from all or any of the provisions of clause 5.5 in the following circumstances:
  - (i) Incapacity to pay the costs associated with its implementation; or
  - (ii) Any special or compelling circumstances peculiar to the business of the employer.
  - (iii) Clause 5.5 shall not apply to N.B. Love Mills Queensland in respect of their employees who are now, or who subsequently become, covered by the NB Love Mills Queensland Superannuation Industrial Agreement of 26 May 1988.

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

### **6.1 Hours of work**

#### 6.1.1 *Day worker:*

- (a) Subject to clause 6.1.2 (Working of a 38 hour week) and subject to the exceptions hereinafter provided, the ordinary hours of work will be an average of 38 per week, to be worked in one of the following ways:
  - (i) 38 hours within a work cycle not exceeding 7 consecutive days; or
  - (ii) 76 hours within a work cycle not exceeding 14 consecutive days; or
  - (iii) 114 hours within a work cycle not exceeding 21 consecutive days; or
  - (iv) 152 hours within a work cycle not exceeding 28 consecutive days;
- (b) The ordinary hours of work prescribed for employees are to be worked continuously except for meal breaks. Subject to clause 6.1 ordinary hours may be worked on a maximum of 5 consecutive days in the week between 6.00 a.m. and 6.00 p.m., Monday to Sunday inclusive, subject to the following:
  - (i) Ordinary hours worked on a Saturday or Sunday will be paid at the appropriate rate specified in clause 6.5.4.
  - (ii) Any arrangement of hours which includes a Saturday or Sunday as ordinary hours, will be subject to agreement between the employer and the majority of employees concerned.
- (c) The ordinary hours of work prescribed herein will be worked continuously, except for meal breaks and rest pauses.

- (d) The ordinary starting and finishing times of various groups of employees or individual employees, may be staggered, provided that there is agreement between the employer and the majority of employees concerned.
- (e) The ordinary hours of work prescribed herein will not exceed 10 hours on any day:  
  
Provided that where the ordinary working hours are to exceed 8 on any day, the arrangement of hours will be subject to the agreement of the employer and the majority of employees concerned:
- (f) Employees are required to observe the nominated starting and finishing times for the work day, including designated breaks to maximise available working time. Preparation for work and cleaning up of the employee's person will be in the employee's time.

#### 6.1.2 *Working of a 38 hour week*

- (a) The 38 hour week will be worked in one of the following ways, most suitable to the particular enterprise, after consultation with, and giving reasonable consideration to the wishes of the employees concerned:
  - (i) by employees working less than 8 ordinary hours each day; or
  - (ii) by employees working less than 8 ordinary hours on one or more days each work cycle; or
  - (iii) by fixing one or more work days on which all employees will be rostered off during a particular work cycle; or
  - (iv) by rostering employees off on various days of the week during a particular work cycle, so that each employee has one work day off during that cycle.
- (b) Subject to clause 6.1.1(e), employees may agree that the ordinary hours of work are to exceed 8 on any day, thus enabling more than one work day to be taken off during a particular work cycle.
- (c) Regardless of any other provision in clause 6.1, where the arrangement of ordinary hours of work provides for a rostered day off, the employer and the majority of employees concerned may agree to accrue up to a maximum of 5 rostered days off. Where such agreement has been reached, each accrued rostered day off must be taken within 12 calendar months of the date on which that rostered day off was accrued. Consent to accrue rostered days off will not be unreasonably withheld by either party.
- (d) Different methods of working a 38 hour week may apply to individual employees, groups or sections of employees in the enterprise concerned.

#### 6.1.3 *Procedures for enterprise level discussions*

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

## **6.2 Meal break**

- 6.2.1 Each employee, other than those mentioned in clause 6.2.5, must take, and each employer must give on each day, at least half an hour for a meal after the expiration of 3 hours and commencing within 6 hours of starting work.
- 6.2.2 In the case of an employee not commencing a meal break within 6 hours of starting work, such employee will be paid double time until a meal break is taken, with a minimum of one half hour's pay at such rate.



- 6.2.3 Meal breaks will not count as time worked, except as provided in clauses 6.2.4 and 6.2.5.
- 6.2.4 Any ordinary shift which exceeds 10 hours will (in addition to the normal meal break) include a 20 minute meal break after the expiration of 8 hours and commencing within 10 hours of starting work.
- 6.2.5 In mills running 2 or 3 shifts, 20 minutes will be allowed for a meal on each shift without any deduction of pay, but such 20 minutes will be arranged for each employee by the employer, and the employees must be prepared to relieve each other as the employer directs.
- 6.2.6 The meal breaks will be given and taken so as not to interfere with the continuity of work, and at times mutually agreed between the employer and the employee.

### **6.3 Rest pauses**

All employees will be entitled to a rest pause of 10 minutes' duration in the employer's time in the 1st and 2nd half of their daily work. Such rest pauses will be taken at such time as will not interfere with continuity of work where continuity is necessary.

### **6.4 Overtime**

- 6.4.1 All time worked in excess of, or outside the hours of work, will be overtime.
- 6.4.2 Overtime will be paid for at the rate of time and a-half for the first 3 hours and double time thereafter.
- 6.4.3 An employee recalled to work overtime after leaving their place of work will be paid for a minimum of 3 hours work at the appropriate rate of pay.
- 6.4.4 All overtime performed on a Sunday will be paid for at double time.
- 6.4.5 An employee required to work overtime on Sunday will be paid for a minimum of 4 hours' work at the appropriate rate of pay.
- 6.4.6 Where work is performed on more than one shift, all time worked by shift employees outside of the ordinary working hours will be paid at the rate of double time.
- 6.4.7 Employers will give an employee not less than 24 hours' notice of any alteration to such employee's normal Rostered Shift. If such employee is not given such notice the employee will be paid at the rate of half time extra during the first shift worked outside their normal shift hours.
- 6.4.8 *Rest period after overtime*
- (a) When overtime is necessary, it will, wherever reasonably practicable, be so arranged that the employees have at least 8 consecutive hours off duty between the work of successive days.
  - (b) An employee who works so much overtime between the termination of ordinary work on one day, and commencement of ordinary work on the next, that such employee has not had at least 8 consecutive hours off duty between those times, will, subject to clause 6.4.8, be released after the completion of such overtime until the employee has had 8 consecutive hours off duty without loss of pay for ordinary working time occurring during such absence.
  - (c) Failing an instruction from the employer that an employee should not resume or continue work without having had such 8 consecutive hours off duty, the employee will be paid at the appropriate ordinary hourly rate plus 100% until such employee is released from duty for such period, and will then be entitled to be absent until such employee has had 8 consecutive hours off duty without loss of pay, for ordinary working time occurring during such absence.
- 6.4.9 An employer may require an employee to work reasonable overtime at overtime rates and such employees will work overtime in accordance with such requirement.
- 6.4.10 *Time off in lieu of overtime*

Where there is mutual agreement between the employer and employee, time off in lieu of the payment of overtime may be taken:

Provided that all time in lieu is taken at the accrued rate, or as otherwise agreed between the employer and the employee.

## **6.5 Shift work**

### *6.5.1 Shift rosters*

Shift rosters will specify the commencing and finishing times of ordinary hours of work of the respective shifts. The time of commencing and finishing shifts once having been determined may be amended by agreement between the employer and the majority of employees affected to suit the circumstances and the needs of the plant or establishment or in the absence of agreement by 7 days' notice of alteration given by the employer to the employee.

### *6.5.2 Rotation*

Shifts may be rotated. Different methods of rotation may apply in respect of particular groups or sections of employees in a plant or establishment. Where shifts rotate, the rotation may be weekly, fortnightly or 4 weekly or such other interval as may be agreed upon from time to time between the employer and the majority of the employees affected.

### *6.5.3 Payment for ordinary shifts*

Employees, whilst actually engaged during ordinary hours on Afternoon Shifts, will be paid \$16.08 per shift, on rotating Night Shifts will be paid \$20.03 per shift, and on non-rotating Night Shifts will be paid \$24.45 per shift more than the sum of the relevant Award rate in clause 5.2.1 and the excess payment in clause 5.2.2.

### *6.5.4 Payment for ordinary hours on Saturday and Sunday*

Ordinary hours of work performed on a Saturday will be paid for at the rate of time and one-half, and on a Sunday at double time.

## **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 7.1.5) 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 under clause 5.2 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 17 1/2% 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 Leave debits will be equivalent to the ordinary hours employees would have worked had they not been on paid leave. Such leave will therefore be paid and debited on the basis of hours actually taken.

7.1.7 Unless the employee agrees otherwise, the employer must give the employee at least 14 days' notice of the date from which the employee's annual leave will be taken.

7.1.8 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.

## **7.2 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 that 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 their 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 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 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 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.

### 7.6.5 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.

7.6.6 No deduction shall be made in the wages of a weekly employee by reason of the occurrence of any of the holidays prescribed by clause 7.6, unless such employee is required by the employer to work on any such holiday and fails to do so without reasonable cause:

Provided that, except in the case of an emergency, an employee shall be given at least 72 hours notice of the requirement to work on such holiday.

7.6.7 Each of the holidays prescribed in clause 7.6, or other holidays prescribed as such from time to time by proclamation, shall be of 24 hours' duration and shall be deemed to occur:

- (a) In the case of day workers, between the hour of midnight on the day preceding and the hour of midnight in the day of such holiday.

- (b) In the case of shift workers whose roster is between the hours of 7.00 a.m. on Monday and 7.00 a.m. on the following Saturday, between the hours of 7.00 a.m. on the morning of the holiday and 7.00 a.m. on the following day.
- (c) In the case of shift workers whose roster is between the hours of 11.00 p.m. on Sunday and 11.00 p.m. on the following Friday, between the hours of 11.00 p.m. on the day preceding the holiday and 11.00 p.m. on the following day.

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

In the case of employees who do not work Monday to Friday of each week they shall be entitled to public holidays as follows:

- (a) A full-time employee shall be entitled to either payment for each of the abovementioned public holidays or a substituted day's leave.
- (b) A part-time employee shall be entitled to either payment for each of the abovementioned public holidays or a substituted day's leave provided that that part-time employee would have been ordinarily rostered to work that day had it not been a public holiday.
- (c) Where a public holiday would have fallen on a Saturday or a Sunday and is substituted for another day all employees who do not work Monday to Friday of each week shall be entitled to payment for the public holiday or a substituted day's leave.
- (d) Where Christmas day falls on a Saturday or Sunday and the public holiday is observed on another day an employee required to work on Christmas day shall receive a loading of one-half of an ordinary day's wages.
- (e) Nothing in clause 7.6.8 confers a right to any employee to payment for as well as a substituted day in lieu of a public holiday.

### **7.7 Jury service**

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.

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.

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.

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.

"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**

NOTE: No provisions inserted in this Award relevant to this Part.

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

### **9.1 Training**

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

- (a) developing a more highly skilled and flexible workforce;

- (b) providing employees with career opportunities through appropriate training to acquire additional skills; and
- (c) removing barriers to the use of skills acquired.

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

### **10.1 Clothing**

Where an employee is required by their employer to wear overalls, or any other distinctive type of clothing, they will be supplied with such clothing.

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

### **Preamble**

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

### **11.1 Right of entry**

#### *11.1.1 Authorised industrial officer*

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

#### *11.1.2 Entry procedure*

- (a) The authorised industrial officer is entitled to enter the workplace during normal business hours as long as:
  - (i) the authorised industrial officer alerts the employer or other person in charge of the workplace to their presence; and
  - (ii) shows their authorisation upon request.
- (b) Clause 11.1.2(a)(i) does not apply if the authorised industrial officer establishes that the employer or other person in charge is absent.
- (c) A person must not obstruct or hinder any authorised industrial officer exercising their right of entry.
- (d) If the authorised industrial officer intentionally disregards a condition of clause 11.1.2 the authorised industrial officer may be treated as a trespasser.

#### *11.1.3 Inspection of records*

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

#### 11.1.4 *Discussions with employees*

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

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

#### 11.1.5 *Conduct*

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

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

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

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

11.2.2 The time and wages record must also contain:

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

11.2.3 The employer must keep the record for 6 years.

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

### **11.3 Union encouragement**

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.

### **11.4 Trade union training leave**

11.4.1 A Union delegate or duly elected or appointed Union representative shall, upon written application by the Union to the employer, such application being endorsed by the Union and given to the employer at least 2 months in advance (or such lesser period as mutually agreed between the Union and 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 a Union party to this Award and an employer, or employers, may be included under clause 11.4.

11.4.3 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.

11.4.4 For the purposes of clause 11.4 "ordinary pay" will mean the ordinary time earnings paid to the employee exclusive of any allowances, penalty rates or travelling time and fares.

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

- (a) 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.
- (b) Unless otherwise agreed the maximum number of employees of one and the same employer attending a training course or seminar each year will be as follows:
  - (i) Where the employer employs between 10 and 50 employees 1
  - (ii) Where the employer employs between 51 and 100 employees 2
  - (iii) Where the employer employs over 100 employees 4
- (c) Where an 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 an employer from agreeing to release additional employees
- (d) 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.

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

- (e) 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.
- (f) 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.
- (g) Such paid leave will not affect other leave granted to employees under this Award.
- (h) On completion of the course the employee will, upon request, provide to the employer proof of their attendance at the course. Except in the case of sick leave or other authorised leave, non-attendance at a training course will result in the employee not being paid for such time.

### **11.5 Award Posting**

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

### **SCHEDULE 1 - Second tier Orders**

*List of employers with second tier Orders which to varying degrees modify the provisions of this Award*

| Name   | Case No.                                 | Date of Order |
|--|--|---------------|
| N.B. Love Mills (Qld)<br>Goodman Fielder Industries Limited,<br>Flour Milling Division<br>Defiance Milling Company | }B554,B564<br>}and B570<br>}of 1987<br>} | 2.12.87       |

Dated 25 March 2003.

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

Operative Date: 16 June 2003