

QUEENSLAND INDUSTRIAL RELATIONS COMMISSION

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

**HAM, BACON, SMALLGOODS AND MEAT PRODUCTS (MANUFACTURING
AND PRESERVING) AWARD - 2003**

Following the Declaration of the General Ruling in the 2010 State Wage Case (matter numbers B/2010/20 and B/2010/21), the Ham, Bacon, Smallgoods and Meat Products (Manufacturing and Preserving) Award - 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 Ham, Bacon, Smallgoods and Meat Products (Manufacturing and Preserving) Award - 2003 as at 1 September 2010.

Dated 1 November 2010.

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

**HAM, BACON, SMALLGOODS AND MEAT PRODUCTS (MANUFACTURING
AND PRESERVING) AWARD - 2003**

PART 1 - APPLICATION AND OPERATION

1.1 Title

This Award is known as the Ham, Bacon, Smallgoods and Meat Products (Manufacturing and Preserving) Award - 2003.

1.2 Arrangement

| Subject | Clause No. |
|--|------------|
| PART 1 - APPLICATION AND OPERATION | |
| Title | 1.1 |
| Arrangement | 1.2 |
| Operation of award | 1.3 |
| Application of award | 1.4 |
| Parties bound | 1.5 |
| Definitions | 1.6 |
| PART 2 - FLEXIBILITY | |
| Enterprise flexibility | 2.1 |
| PART 3 - COMMUNICATION, CONSULTATION AND DISPUTE RESOLUTION | |
| Grievance and dispute settlement procedure | 3.1 |
| PART 4 - EMPLOYER AND EMPLOYEE'S DUTIES, EMPLOYMENT RELATIONSHIP RELATED ARRANGEMENTS | |
| Contract of employment | 4.1 |
| Part-time employment | 4.2 |
| Casual employees | 4.3 |
| Trainees | 4.4 |
| Completion of work | 4.5 |
| Termination of employment | 4.6 |
| Introduction of changes | 4.7 |
| Redundancy | 4.8 |

| Subject | Clause No. |
|---|------------|
| Continuity of service - transfer of calling | 4.9 |
| Anti-discrimination | 4.10 |
| PART 5 - WAGES AND WAGE RELATED MATTERS | |
| Classification structure and definitions | 5.1 |
| Wages | 5.2 |
| Junior employees | 5.3 |
| Mixed functions | 5.4 |
| Allowances | 5.5 |
| Payment of wages | 5.6 |
| Superannuation | 5.7 |
| PART 6 - HOURS OF WORK, BREAKS, OVERTIME, SHIFTWORK, WEEKEND WORK | |
| Hours of work | 6.1 |
| Drovers | 6.2 |
| Accrued days off | 6.3 |
| Shift work | 6.4 |
| Meal times | 6.5 |
| Rest pauses | 6.6 |
| Overtime | 6.7 |
| PART 7 - LEAVE OF ABSENCE AND PUBLIC HOLIDAYS | |
| Annual leave | 7.1 |
| Sick leave | 7.2 |
| Long service leave | 7.3 |
| Bereavement leave | 7.4 |
| Family leave | 7.5 |
| Leave of absence - Defence force reserves | 7.6 |
| Public holidays | 7.7 |
| Jury service | 7.8 |
| PART 8 - TRANSFERS, TRAVELLING AND WORKING AWAY FROM USUAL PLACE OF WORK | |
| Transfers | 8.1 |
| PART 9 - TRAINING AND RELATED MATTERS | |
| Commitment to training | 9.1 |
| PART 10 - OCCUPATIONAL HEALTH AND SAFETY MATTERS, EQUIPMENT, TOOLS AND AMENITIES | |
| Uniforms | 10.1 |
| Protective clothing | 10.2 |
| Amenities | 10.3 |
| First aid | 10.4 |
| Transport of injured employees | 10.5 |
| General conditions | 10.6 |
| PART 11 - AWARD COMPLIANCE AND UNION RELATED MATTERS | |
| Right of entry | 11.1 |
| Time and wages record | 11.2 |
| Union encouragement | 11.3 |
| Notice boards | 11.4 |
| Union delegates | 11.5 |
| Canterbury Meats Pty Ltd | Schedule 1 |

1.3 Operation of Award

This Award will take effect and have the force of law as from 6 January 2003.

1.4 Application of Award

1.4.1 This Award supersedes the:

- (a) Bacon Manufacturing and Meat Preserving Award - South-Eastern Division
- (b) Ham, Bacon, Smallgoods and Meat Products Award

1.4.2 This Award applies within the South-Eastern Division of Queensland to those employees for whom classifications and wage rates are prescribed by this Award and their employers who are engaged in or in connection with the:

- (a) Ham and bacon manufacturing industry, and/or are employed in or in connection with the manufacture at a factory of foodstuffs of which beef, veal, mutton, lamb, pork or bacon is a constituent part, or
- (b) Smallgoods and/or ham and bacon manufacturing industry and/or are employed in or in connection with the manufacture at a factory of foodstuffs of which beef, veal, mutton, lamb, pork and bacon is a constituent part and/or in or in connection with or incidental to the meat preserving industry and/or the slaughtering of livestock and/or the handling of beef, veal, mutton, lamb, pork and bacon in the establishments of:

Canterbury Meats Pty. Limited,
Darling Downs Foods Ltd.,
Queensland Bacon Pty. Ltd. Murarrie,
Swickers Kingaroy Bacon Factory,
Warwick Bacon Company Warwick Pty. Ltd.,
William Food Products Pty. Ltd.,
Hans Continental Smallgoods Pty. Ltd.,
Winsham Proprietary Limited,
M.Q.F. (Queensland) Pty. Limited and
Outsource Personnel Pty. Ltd. trading as Beefworkers Australia in connection with its employment of employees at Rosehill Road, Warwick, Queensland only.

1.4.3 This Award applies to the exclusion of any other State award, which but for this Award, might otherwise apply to the employers, or employees of those employers as to the work undertaken.

1.4.4 *Employees employed prior to the date of commencement of this Award*

This Award shall not apply to any employee receiving a wage or salary which regularly exceeds by 30% or more the highest wage rate prescribed in clause 5.2:

Provided that in the calculation of such wage or salary the supervisory allowances prescribed in clause 5.5.1 shall not be taken into account.

1.4.5 *Employees engaged on or after the commencement of this Award*

An employee who receives a wage or salary which exceeds by 30% or more the highest wage rate prescribed in clause 5.2 may agree in writing with the employer to be exempt from all provisions of this Award. The supervisory allowances prescribed in clause 5.5.1 shall not be taken into account in the calculation of such wage or salary. A true copy of any such agreement (the exemption agreement) shall be supplied to the employee forthwith upon signing by all parties:

Provided that an employee who was employed under this Award by the employer prior to the commencement of the exemption agreement may cancel that agreement upon giving the employer 60 days written notice (or such lesser period as agreed in writing by the employer and employee) of that cancellation, and shall, immediately after the expiry of such notice of cancellation, be entitled to the Award position and entitlements which the employee held immediately before the commencement of the exemption agreement. Where such position no longer exists but there are other positions available which the employee is qualified for and is capable of performing, the employee shall be entitled to a position as nearly comparable in status and classification to that of the employee's former position.

1.5 Parties bound

This Award is legally binding upon the employees as prescribed by clause 1.4.2 and their employers, and the Bacon Factories' Union of Employees, Queensland and its members.

1.6 Definitions

For the purposes of this Award the following words and terms have the meanings specified below:

- 1.6.1 The "Act" means the *Industrial Relations Act 1999* as amended or replaced from time to time.
- 1.6.2 "Cold storage employee" means an employee who is employed in a room for longer than 30 minutes in the aggregate for the preparation and/or handling of meat, and the temperature of the room is reduced by artificial means to 7 degrees Celsius or less but not less than 0 degrees Celsius.
- 1.6.3 "Commission" means the Queensland Industrial Relations Commission.
- 1.6.4 "Freezer working" means where work is performed in a room for the preparation and/or handling of meat, and the temperature of the room is reduced by artificial means to less than 0 degrees Celsius.
- 1.6.5 "Mutually agreed" or "by mutual agreement" means agreement between the employer and the majority of employees directly affected in the workplace or a section or sections of it, or the employer and an individual employee directly affected.

If an employee/s is a member of the Union, the employee/s may be represented by the Union in meeting and conferring with the employer about the implementation of the facilitative provisions.

- 1.6.6 "South-Eastern Division of Queensland" means that portion of the southern division of the State of Queensland along or east of a line commencing at the junction of the southern border of the State with 150 degrees of east longitude; then by that meridian of longitude due north to 25 degrees of south latitude; then by that parallel of latitude due west to 147 degrees of east longitude; then by that meridian of longitude due north to 24 degrees 30 minutes of south latitude; then by that parallel of latitude due east to the sea coast.
- 1.6.7 "Union" means the Bacon Factories' Union of Employees, Queensland.

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 shall give due consideration to matters raised or any suggestion or recommendation made by the Commission with a view to the prompt settlement of the dispute.
- 3.1.9 Any Order or Decision of the Commission (subject to the parties right of appeal under the Act) will be final and binding on all parties to the dispute.
- 3.1.10 Discussions at any stage of the procedure shall not be unreasonably delayed by any party, subject to acceptance that some matters may be of such complexity or importance that it may take a reasonable period of time for the appropriate response to be made. If genuine discussions are unreasonably delayed or hindered, it shall be open to any party to give notification of the dispute in accordance with the provisions of the Act.

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

4.1 Contract of employment

- 4.1.1 Employees covered by this Award shall be advised in writing of their employment category upon appointment. Employment categories are:
 - (a) full-time;
 - (b) part-time (as prescribed in clause 4.2); or
 - (c) casual (as prescribed in clause 4.3).
- 4.1.2 Except as may elsewhere be provided an employee, to become entitled to payment on a weekly basis, shall perform such work as the employer shall from time to time require on the days and during the hours usually worked by the class of employee affected.
- 4.1.3 An employee not attending for or not performing the employee's duty shall, except where otherwise expressly provided in this Award, lose pay for the actual time of such non-attendance or non-performance.

4.2 Part-time employment

- 4.2.1 A part-time employee is an employee who:
 - (a) is employed for not less than 7.6 hours per week and for less than 38 ordinary hours per week; and
 - (b) is rostered for a minimum of 4 consecutive hours on any shift or day.
- 4.2.2 At the time of engagement the employer and the part-time employee will agree in writing the number of ordinary hours to be worked each week.
- 4.2.3 Any agreed variation to the number of ordinary hours worked will be recorded in writing.
- 4.2.4 A part-time employee's roster, but not the agreed number of ordinary hours, may be altered by the employer giving 24 hours' notice to the employee or a lesser amount by mutual agreement.
- 4.2.5 All time worked outside the ordinary daily and weekly hours specified in the employee's roster will be overtime and paid for at the rates prescribed in clause 6.7 - Overtime.
- 4.2.6 A part-time employee must be paid for ordinary hours worked at the rate of 1/38th of the weekly rate prescribed in clauses 5.2 and 5.3 for the class of work performed.

- 4.2.7 A part-time employee will receive proportionate pay and employment conditions to those of full-time employees.
- 4.2.8 Where a public holiday falls on a day upon which a part-time employee is normally employed, that employee shall be paid the appropriate rate for the number of hours normally worked on that day. An employee's regular roster will not be altered to avoid this obligation.
- 4.2.9 Where an employee and the employer agree in writing, part-time employment may be converted to full-time, and vice-versa. If such an employee transfers from full-time to part-time (or vice-versa), all accrued award and legislative entitlements shall be maintained. Following transfer to part-time employment accrual will occur in accordance with the provisions relevant to part-time employment.

4.3 Casual employees

- 4.3.1 A casual employee shall mean an employee who is employed for not more than 38 ordinary hours in any one week:

Provided that a casual employee does not include an employee prescribed in clause 4.2

- 4.3.2 A casual employee shall be paid per hour 1/38th of the weekly rate prescribed in clauses 5.2 and 5.3 for the class of work performed plus 23% of such rate.

- 4.3.3 For time worked in excess of ordinary hours on any one day, overtime rates shall apply.

- 4.3.4 A casual employee may be engaged for a minimum period of 4 hours on any day:

Provided that a cleaner may be engaged for a minimum period of 2 hours on any day.

- 4.3.5 The employment of a casual employee may be terminated by one hour's notice by either party:

Provided that the minimum payment in clause 4.3.4 applies if the employer terminates the employment.

4.4 Trainees

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

4.5 Completion of work

In the event of employees in any factory covered by this Award ceasing work before the completion of the ordinary day's work, including overtime, employees shall complete all preserving work, safely store all perishable goods and products and do all necessary cleaning up.

4.6 Termination of employment

4.6.1 Statement of employment

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

4.6.2 Termination by employer

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

| Period of Continuous Service | Period of Notice |
|---|------------------|
| Not more than 1 year | 1 week |
| More than 1 year but not more than 3 years | 2 weeks |
| More than 3 years but not more than 5 years | 3 weeks |
| More than 5 years | 4 weeks |

- (b) In addition to the notice in (a) above, employees 45 years old or over and who have completed at least 2 years' continuous service with the employer shall be entitled to an additional week's notice.

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

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

- (d) In calculating any payment in lieu of notice the minimum compensation payable to an employee will be at least the total of the amounts the employer would have been liable to pay the employee if the employee's employment had continued until the end of the required notice period. The total must be worked out on the basis of:
 - (i) the ordinary working hours to be worked by the employee; and
 - (ii) the amounts payable to the employee for the hours including for example allowances, loadings and penalties; and
 - (iii) any other amounts payable under the employee's employment contract.
- (e) The period of notice in this clause shall not apply in the case of dismissal for misconduct or other grounds that justify instant dismissal, or in the case of a casual employee, or an employee engaged by the hour or day, or an employee engaged for a specific period or tasks.

4.6.3 *Notice of termination by employee*

The notice of termination required to be given by an employee shall be the same as that required of an employer, save and except that there shall be no additional notice based on the age of the employee concerned. If an employee fails to give notice, the employer shall have the right to withhold monies due to the employee with a maximum amount equal to the amount the employee would have received under clause 4.6.2(d).

4.6.4 *Time off during notice period*

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

4.7 Introduction of changes

4.7.1 *Employer's duty to notify*

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

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

4.7.2 *Employer's duty to consult over change*

- (a) The employer shall consult the employees affected and, where relevant, their Union or Unions about the introduction of the changes, the effects the changes are likely to have on employees (including the number and categories of employees likely to be dismissed, and the time when, or the period over which, the employer intends to carry out the dismissals), and the ways to avoid or minimise the effects of the changes (e.g. by finding alternative employment).
- (b) The consultation must occur as soon as practicable after making the decision referred to in clause 4.7.1.
- (c) For the purpose of such consultation the employer shall provide in writing to the employees concerned and, where relevant, their Union or Unions, all relevant information about the changes including the nature of the changes proposed, the expected effects of the changes on employees, and any other matters likely to affect employees:

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

4.8 Redundancy

4.8.1 *Consultation before terminations*

- (a) Where an employer decides that the employer no longer wishes the job the employee has been doing to be done by anyone, and this is not due to the ordinary and customary turnover of labour, and that decision

may lead to termination of employment, the employer shall consult the employee directly affected and where relevant, their Union or Unions.

- (b) The consultation shall take place as soon as it is practicable after the employer has made a decision, which will invoke the provisions of clause 4.8.1(a) and shall cover the reasons for the proposed terminations, measures to avoid or minimise the terminations and/or their adverse effects on the employees concerned.
- (c) For the purpose of the consultation the employer shall, as soon as practicable, provide in writing to the employees concerned and, where relevant, their Union or Unions, all relevant information about the proposed terminations including the reasons for the proposed terminations, the number and categories of employees likely to be affected, the number of workers normally employed and the period over which the terminations are likely to be carried out:

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

4.8.2 *Transfer to lower paid duties*

- (a) Where an employee is transferred to lower paid duties for reasons set out clause 4.8.1 the employee shall be entitled to the same period of notice of transfer as the employee would have been entitled to if the employee's employment had been terminated under clause 4.6.
- (b) The employer may, at the employer's option, make payment in lieu thereof of an amount equal to the difference between the former amounts the employer would have been liable to pay and the new lower amount the employer is liable to pay the employee for the number of weeks of notice still owing.
- (c) The amounts must be worked out on the basis of:
 - (i) the ordinary working hours to be worked by the employee; and
 - (ii) the amounts payable to the employee for the hours including for example, allowances, loadings and penalties; and
 - (iii) any other amounts payable under the employee's employment contract.

4.8.3 *Transmission of business*

- (a) Where a business is, whether before or after the date of insertion of this clause in the Award transmitted from an employer (transmittor) to another employer (transmittee), and an employee who at the time of such transmission was an employee of the transmittor of the business, becomes an employee of the transmittee:
 - (i) the continuity of the employment of the employee shall be deemed not to have been broken by reason of such transmission; and
 - (ii) the period of employment which the employee has had with the transmittor or any prior transmittor shall be deemed to be service of the employee with the transmittee.
- (b) In clause 4.8.3, 'business' includes trade, process, business or occupation and includes a part or subsidiary (which means a corporation that would be taken to be a subsidiary under the Corporations Law, whether or not the Corporations Law applies in the particular case) of any such business and 'transmission' includes transfer, conveyance, assignment or succession whether by agreement or by operation of law and 'transmitted' has a corresponding meaning.

4.8.4 *Time off during notice period*

- (a) Where a decision has been made to terminate an employee in the circumstances outlined in clause 4.8.1, 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.

4.8.5 *Notice to Centrelink*

Where a decision has been made to terminate employees in the circumstances outlined in clause 4.8.1, the employer shall notify Centrelink as soon as possible giving all relevant information about the proposed terminations, including a written statement of the reasons for the terminations, the number and categories of the employees likely to be affected,

the number of workers normally employed and the period over which the terminations are intended to be carried out.

4.8.6 *Severance pay*

- (a) In addition to the period of notice prescribed for ordinary termination in clause 4.6.2(a), and subject to further order of the Commission, an employee whose employment is terminated for reasons set out in clause 4.8.1(a), shall be entitled to the following amounts of severance pay:

| Period of Continuous Service | Severance Pay (weeks' pay) |
|---|-------------------------------|
| Less than 1 year | nil |
| 1 year but not more than 2 years | 4 |
| More than 2 years but not more than 3 years | 6 |
| More than 3 years but not more than 4 years | 7 |
| More than 4 years but not more than 5 years | 8 |
| More than 5 years but not more than 6 years | 9 |
| More than 6 years but not more than 7 years | 10 |
| More than 7 years but not more than 8 years | 11 |
| More than 8 years but not more than 9 years | 12 |
| More than 9 years but not more than 10 years | 13 |
| More than 10 years but not more than 11 years | 14 |
| More than 11 years but not more than 12 years | 15 |
| More than 12 years | 16 |

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

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

4.8.7 *Superannuation benefits*

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

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

4.8.8 *Employee leaving during notice*

An employee whose employment is terminated for reasons set out in clause 4.8.1(a), may terminate such employment during the period of notice, and, if so, shall be entitled to the same benefits and payments under this clause had such employee remained with the employer until the expiry of such notice:

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

4.8.9 *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.

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

Clause 4.8 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.

4.8.11 *Employees exempted*

Clause 4.8 shall not apply:

- (a) where employment is terminated as a consequence of misconduct on the part of the employee; or

- (b) to employees engaged for a specific period or task(s); or
- (c) to casual employees.

4.8.12 *Employers exempted*

- (a) Subject to an order of the Commission, in a particular redundancy case, clause 4.8 shall not apply to an employer including a company or companies that employ employees working a total of fewer than 550 hours on average per week, excluding overtime, Monday to Sunday. The 550 hours shall be averaged over the previous 12 months.
- (b) A 'company' shall be defined as:
 - (i) a company and the entities it controls; or
 - (ii) a company and its related company or related companies; or
 - (iii) a company where the company or companies has a common Director or common Directors or a common shareholder or common shareholders with another company or companies.

4.8.13 *Exemption where transmission of business*

- (a) The provisions of clause 4.8.6 are not applicable where a business is before or after the date of the insertion of this clause into the Award, transmitted from an employer (transmittor) to another employer (transmittee), in any of the following circumstances:
 - (i) where the employee accepts employment with the transmittee which recognises the period of continuous service which the employee had with the transmittor, and any prior transmittor, to be continuous service of the employee with the transmittee; or
 - (ii) where the employee rejects an offer of employment with the transmittee:
 - (A) in which the terms and conditions are substantially similar and no less favourable, considered on an overall basis, than the terms and conditions applicable to the employee at the time of ceasing employment with the transmittor; and
 - (B) which recognises the period of continuous service which the employee had with the transmittor and any prior transmittor to be continuous service of the employee with the transmittee.
- (b) The Commission may amend clause 4.8.13(a)(ii) if it is satisfied that it would operate unfairly in a particular case, or in the instance of contrived arrangements.

4.8.14 *Incapacity to pay*

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

4.9 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.

4.10 Anti-discrimination

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

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

4.10.2 Accordingly in fulfilling their obligations under the grievance and disputes settling procedure in clause 3.1, the parties to this Award must take reasonable steps to ensure that neither the Award provisions nor their operation are directly or indirectly discriminatory in their effects.

4.10.3 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.

4.10.4 Nothing in clause 4.10 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.

PART 5 - WAGES AND WAGE RELATED MATTERS

5.1 Classification structure and definitions

5.1.1 *Meat processing employee Class 1 (M1) - (Relativity to M6 - 79%)* - A meat processing employee Class 1 is an employee with less than three months' experience in the meat processing industry. Training for this classification consists of up to 38 hours induction training as well as training to perform duties in the next highest classification.

An employee in this classification performs routine duties essentially of a manual nature and to the level of the employee's training. An employee at this level:

- (a) Performs general labouring and cleaning duties;
- (b) Exercises minimal judgement;
- (c) Works under direct supervision; and may
- (d) Undertake structured training for progression to the next highest classification.

5.1.2 *Meat Processing Employee Class 2 (M2) - (Relativity to M6 - 84%)* - A meat processing employee Class 2 is an employee who has completed up to three months' structured training, both on and off the job, and/or has commenced the Australian Vocational Certificate in Food Processing - Level 1 or equivalent structured training and also met in-house multi-skilling and competency standards at this level and who performs work within the scope of this classification.

An employee at this level:

- (a) Works under direct supervision either individually or in a team environment;
- (b) Understands and conforms to basic safety and quality assurance/quality control procedures for meat handling and processing; and may
- (c) Undertake structured training for progression to the next highest classification.

Indicative of the tasks an employee in this classification may perform are general hygiene duties or general labouring.

COMPARATIVE SCHEDULE OF OLD TASK IDENTIFICATIONS

M2 - Meat processing employee 84%
Unspecified labouring, unspecified boning
Labouring, unspecified slaughtering, cleaning

5.1.3 *Meat Processing Employee Class 3 (M3) - (Relativity to M6 - 88%)* - A meat processing employee Class 3 is an employee who has completed the Australian Vocational Certificate in Food Processing - Level 1 in the appropriate strand, or possesses equivalent training and/or experience and has also met in-house multi-skilling and competency standards at this level, and who performs work within the scope of this classification.

An employee at this level:

- (a) Works under routine supervision either individually or in a team environment;
- (b) Exercises discretion within the employee's level of skills and training; and may
- (c) Undertake structured training for progression to the next highest classification.

Indicative of the tasks an employee in this classification may perform are the following:

- (i) Operating slicing machine;
- (ii) Removing head meat;
- (iii) Droving; or
- (iv) Loading and despatching goods to order, under supervision.

COMPARATIVE SCHEDULE OF OLD TASK IDENTIFICATIONS

M3 - Meat Processing Employee 88%

PIG KILL: removing head meat, shackling, manual burning, removing stick wound, trimming carcasses, separating, gut running, casing cleaning

SHEEP KILL: removing cheek meat, removing brains, trimming carcasses, hoisting, remove hooves

CATTLE KILL: trimming hides, casing cleaning, head working up, gut running, trimming carcasses, removing brains, splitting heads, hoisting, remove horns,

Washing equipment using acid, droving, batching, packer, linking, cryovacing, cutting up, vacuum work, gas flush, manually filling moulds, scale attending, tally recording - including despatching, slicer machine operating, store working, cold store, strapping machine operating, laundry machine operating

- 5.1.4 *Meat Processing Employee Class 4 (M4) - (Relativity to M6 - 92%)* - A meat processing employee Class 4 is an employee who has completed 50% of the Australian Vocational Certificate in Food Processing - Level 2 in the appropriate strand, or possesses equivalent training and/or experience and has also met in-house multi-skilling and competency standards at this level, and who performs work within the scope of this classification.

An employee at this level:

- (a) Works under general supervision;
- (b) Is responsible for own quality control;
- (c) Assists with the provision of on the job training of employees in M1 - M3 classifications; and may
- (d) Undertake structured training for progression to the next highest classification.

Indicative of the tasks an employee in this classification may perform are the following:

- (i) Grading on the slaughter floor;
- (ii) Assisting with cooking;
- (iii) Carrying out basic quality assurance/quality control duties; or
- (iv) Slicing.

COMPARATIVE SCHEDULE OF OLD TASK IDENTIFICATIONS

M4 - Meat processing employee 92%

SLICING: (any species) Derinding

PIG KILL: stunning and chaining up, scalding, shaving and scudding, grading, removing ears and eyes, remove tongues, dropping heads, trimming necks, removing heads

SHEEP KILL: backing off, skinning heads, removing horns, cutting and tying rectum, removing tongue, removing head, removing bladder, grading

CATTLE KILL: removing tongue, knocking, skinning feet, skinning head, removing head, grading, Pumping, freezer working, tallow/dripping/lard making, saveall operating, filling machine operating,

bandsaw operating (other than in an attached retail shop)

5.1.5 *Meat Processing Employee Class 5 (M5) - (Relativity to M6 - 96.3%)* - A meat processing employee Class 5 is an employee who has completed the Australian Vocational Certificate in Food Processing - Level 2 in the appropriate strand, or possesses equivalent training and/or experience and has also met in-house multi-skilling and competency standards at this level, and who performs work within the scope of this classification.

An employee at this level:

- (a) Works from complex instructions and procedures;
- (b) Co-ordinates work in a team environment; and may
- (c) Undertake structured training for progression to the next highest classification.

Indicative of the tasks an employee in this classification may perform are the following:

- (i) Slaughtering or boning, and capable of all tasks on one species;
- (ii) Continuous automatic by-products rendering;
- (iii) Smokehouse or retort cooking; or
- (iv) Carrying out advanced quality assurance/quality control duties.

COMPARATIVE SCHEDULE OF OLD TASK IDENTIFICATIONS

M5 - Meat processing employee 96.3%

PIG KILL: backing down, sticking, opening, fronting out, saw operating, chopping, anus removing, eviscerating, removing pluck, retain rail
SHEEP KILL: sticking, flanking, breasting, fore-quartering, legging, fronting out
CATTLE KILL: removing hide, sticking, backing off, fronting out, saw operating,

Boning, ham cutting, silent cutter operating, smallgoods making (non-trade), cooking: (ham, bacon and smallgoods, and retort)

5.1.6 *Meat Processing Employee Class 6 (M6) - (Relativity to M6 - 100%)* - A meat processing employee Class 6 is an employee who is either trade qualified, or has completed the Australian Vocational Certificate in Food Processing - Level 3, or possesses equivalent training and/or experience and has also met in-house multi-skilling and competency standards at this level, and who performs work within the scope of this classification.

An employee at this level:

- (a) Understands and applies advanced quality control/quality assurance procedures for meat handling and processing;
- (b) Exercises good interpersonal and communication skills;
- (c) Works under limited supervision either individually or in a team environment;
- (d) Possesses an understanding of all meat handling or processing tasks required of meat processing employees Classes 1 - 6 within the appropriate strand.

Indicative of the tasks an employee in this classification may perform are the following:

- (i) Continental smallgoods making (trade qualified);
- (ii) Slaughtering or boning, and capable of all tasks on three species; or
- (iii) Carrying out advanced quality assurance/quality control duties to Ausmeat and export standards.

5.2 Wages

The minimum weekly rates of pay for the following classes of adult employees shall be:

| Classification | Award Rate Per Week \$ |
|----------------|------------------------------|
| M6 | 682.00 |
| M5 | 664.60 |
| M4 | 646.60 |
| M3 | 629.90 |
| M2 | 613.30 |
| M1 | 592.40 |

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

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

5.3 Junior employees

5.3.1 Junior rates

- (a) An employee who has not attained 20 years of age shall be paid in accordance with the following percentage of M1 rate during the first 3 months of service and thereafter as a junior employee on the same percentage of the M2 rate until advancement to a higher class.

| | |
|----------------|-----|
| Under 17 years | 55% |
| 17 to 18 years | 65% |
| 18 to 19 years | 75% |
| 19 to 20 years | 90% |

- (b) Subject to the proviso outlined below, no junior employee engaged on a task described in M3 or higher of clause 5.2 (Wages) and who meets the classification description as described therein, shall receive less than the adult rate for that particular class:

Provided that juniors may be employed at junior rates viz. the relevant percentage of M3 for a period of not longer than 3 months for the purpose of assessing the employee's capabilities and suitability to justify inclusion in this classification at adult rate.

5.4 Mixed functions

An employee who is required to perform on any day work for which a higher rate of wage is prescribed, and this is not for the purposes of training, shall be paid as follows:

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

5.5 Allowances

- 5.5.1 *Supervisory allowances* - Any employee appointed by the employer to supervise and control other employees shall be paid in addition to their ordinary rate the following allowance at the rate of:

| | Per week \$ |
|--|----------------|
| Employees in charge of less than 10 employees | 24.90 |
| Employees in charge of 10 and less than 20 employees | 38.20 |
| Employees in charge of 20 or more employees | 50.00 |

5.5.2 Fork lift equipment

Employees required to operate fork lift machines for which a licence is required shall be paid in addition to their

ordinary rate, 57.35c per hour extra while so engaged.

5.5.3 *Work in artificial temperatures*

In addition to all other payments provided in this Award, an employee other than a meat processing employee class M4 or above, engaged in the following classes of work shall be paid \$1.39 per day or part of a day for any day while so engaged:

- (a) *Cold Work* - Any situation in which an employee is required to spend in the aggregate 30 minutes or more in a room or rooms, the temperature of which is reduced by artificial means to 7 degrees Celsius or less but not less than 0 degrees Celsius:

Provided that an employee required to work in temperature under 0 degrees Celsius shall be deemed to be "freezer working" and shall be paid at the appropriate rate thereof.

- (b) *Hot Work* - Employees in smokehouses/cookrooms.

5.5.4 *Work in the rain*

Suitable waterproof clothing shall be supplied by the employer to employees who are required to work in the rain:

Provided that if such employees while using such waterproof clothing nevertheless get their clothes wet they shall be paid double ordinary rates for all work so performed and such payment shall continue until they are able to change into dry clothing or until they cease work whichever is the earlier:

Provided that it shall be at the discretion of the employer or the employer's representatives as to whether double ordinary rates apply.

5.5.5 *First aid allowance*

Where an employer appoints an employee who holds an appropriate first-aid certificate as a first-aid attendant an additional \$13.60 per week shall be paid to such employee for every week or part of a week the employee is so designated.

5.6 Payment of wages

5.6.1 Payment of wages for all employees including casuals shall be by electronic fund transfer directly into an employee's nominated bank or similar financial institution accounts:

Provided that where an employer elects to pay an employee in cash or where by mutual agreement payment is made by cheque, such wages shall be paid in the employer's time between the hours of noon and 5 p.m. on the usual pay day of the employer (which shall not be later than Friday each week).

5.6.2 Upon the termination of the employment wages due to an employee shall be paid on the day of such termination or, at the employee's option, forwarded by post on the next working day.

5.6.3 On each pay day each employee shall receive a statement showing the total amount of ordinary wages and overtime and all deductions therefrom.

5.6.4 An employer shall not keep more than two days' pay in hand.

5.7 Superannuation

5.7.1 In addition to the rates of pay prescribed by clauses 5.2 and 5.3, all employees employed under this Award shall be entitled to occupational superannuation provisions in clause 5.7.

5.7.2 *Definitions*

(a) "The fund" shall mean the Sunsuper Superannuation Scheme or any other occupational superannuation scheme approved in accordance with the Commonwealth Operational Standards for Occupational Superannuation Funds.

(b) 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 s. 371 and s. 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 disputes resolution procedure as contained in clause 3.1.

5.7.3 *Contributions* - The employer shall make a minimum contribution of 9% of ordinary time earnings for each employee, to the fund.

5.7.4 "Ordinary time earnings" means the actual ordinary rate of pay the employee receives for ordinary hours of work including supervisory allowances where applicable and any over-award payment as well as casual rates received for ordinary hours of work. Ordinary time earnings shall not include overtime, other allowances, bonuses and incentive payments, 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.

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

6.1 Hours of work

6.1.1 Spread of hours

- (a) The ordinary hours of work prescribed herein shall be worked continuously, except for meal breaks and rest pauses, between 5.00 a.m. and 7.00 p.m. The spread of hours prescribed herein may be altered by mutual agreement.
- (b) Employees employed as cleaners may be worked within a span of ordinary hours between 5 a.m. and 8 p.m:

Provided that any such employee required to work between 7 p.m. and 8 p.m. as part of the employee's ordinary hours will be paid \$1.92 per day extra for work during such hours.

6.1.2 Subject to any agreement reached in accordance with clause 6.3, the ordinary working hours shall not exceed an average of 38 per week, to be worked on one of the following bases:

- (a) 38 hours within a work cycle not exceeding 7 consecutive days; or
- (b) 76 hours within a work cycle not exceeding 14 consecutive days; or
- (c) 114 hours within a work cycle not exceeding 21 consecutive days; or
- (d) 152 hours within a work cycle not exceeding 28 consecutive days.

6.1.3 The ordinary hours for all employees excluding shift workers and drovers shall be worked on 5 consecutive days of the week, Monday to Friday inclusive.

6.1.4 The ordinary hours of work shall 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 shall be subject to the agreement of the employer and the majority of employees in the plant or work section or sections concerned.

6.1.5 Starting and finishing times

The employer shall fix each day's starting and finishing time or ordinary hours of work for each employee or group of employees.

6.1.6 The employer shall state such times in advance in a notice which shall be permanently posted in the establishment so as to be at all times accessible and visible to the relevant employee.

6.1.7 The employer may substitute other starting and finishing times on giving not less than 24 hours' notice in advance:

Provided that such times are stated in a notice posted so as to be visible at all times to the relevant employee.

6.1.8 Employees are required to observe the nominated starting and finishing times for the work day, including designated breaks to maximise available working time.

6.1.9 Cleaning up of the employee's person shall be in the employee's time provided employees handling toxic substances or performing exceedingly dirty work (over and above the usual day to day exposure) have the right to wash up in the employer's time when the need arises.

6.2 Drivers

6.2.1 Clauses 6.1, 6.7 and 6.8 shall not apply to drivers. The ordinary hours of drivers may be spread over any 6 days of the week.

6.2.2 (a) Any work performed by drivers in any week in excess of an average 38 hours per week cycle shall be paid for at the rate of double time;

(b) Ordinary hours worked on a Saturday shall be paid for at time and a-half;

(c) Ordinary hours worked on a Sunday shall be paid for at double time with a minimum payment as for 4 hours work; and

(d) Ordinary hours worked on a public holiday shall be paid at double time and a-half with minimum payment as for 4 hours work.

6.3 Accrued days off

6.3.1 It may be mutually agreed in any establishment that ordinary working hours in any one week be extended by the working of a 39th and 40th hour for the purposes of accruing time for the creation of "accrued day(s) off". Such additional hours may only be worked where the ordinary hours do not exceed 8 hours in any one day or shift.

6.3.2 Accrued time is to be taken in:

(a) conjunction with annual leave; or

(b) a combination of cash payout and leave to be chosen at the employee's discretion in the same time span as in clause 6.3.2 (a); or

(c) 100% cash payment for accrued time at the end of each year; or

(d) periodic payment during times of low activity to buffer weekly earnings against reduction through stand downs etc.

6.4 Shift work

6.4.1 Notwithstanding clause 6.1 (Hours of work), employees may be engaged on shift work on the basis of:

(a) two shifts comprising day work followed by an afternoon shift or night shift;

(b) three shifts comprising day work, afternoon and night shift;

6.4.2 *Shift work definitions*

Where shift work is worked, the shifts shall commence as follows:

(a) Afternoon shift - on or after 11 a.m. and before 6 p.m.;

(b) Night shift - between 6 p.m. and 2 a.m.

and employees may rotate between day work, afternoon and/or night shift provided that the employer and an employee may agree in writing to an employee remaining permanently on any shift.

6.4.3 Whilst working shift work, a paid meal period of 30 minutes shall be allowed on afternoon or night shift.

6.4.4 Whilst engaged on shift work, an employee shall be paid the following shift allowances calculated on the employee's classification rate of pay:

(a) Afternoon shift - 15 per cent;

(b) Night shift - 25 per cent;

(c) Non-rotating night shift (viz., when rotation not permitted by the employer) - 30 per cent:

Provided that junior employees engaged on shift work shall be paid the foregoing shift allowances calculated as percentages of the maximum junior wage rate provided by this Award, such allowance to be adjusted to the nearest 50 cents:

Provided further that no junior employee may be required to work night shift.

6.4.5 Shifts shall be continuous except for prescribed breaks.

6.4.6 Work shall not be considered shift work unless the shifts are carried on for at least two consecutive weeks.

6.4.7 *Overtime*

All time worked outside the ordinary hours by shift workers shall be deemed overtime and paid for at the rate of double time.

6.4.8 *Saturday and Sunday work - ordinary time*

(a) Shift workers who work Saturday as part of the normal rostered shift shall receive time and a-half in addition to all other penalties for that period of the shift that falls into Saturday.

(b) Shift workers who work Sunday as part of the normal rostered shift shall receive double time in addition to all other penalties for that period of the shift that falls into Sunday.

6.4.9 Where by direction of the employer an employee is transferred to night shift and there is no public transport to convey the employee from the works to the employee's home, the employer shall provide transport from work to a connection with the most convenient public transport or to the employee's home:

Provided that this requirement shall not apply to an employee who is specifically engaged to work on night shift.

6.5 Meal times

6.5.1 All employees other than shift workers covered by this Award shall be entitled on each day of work to an unpaid meal break of not less than 30 minutes and not more than one hour.

6.5.2 Every such meal break shall commence between the 4th and 6th hours of work.

6.5.3 The duration and time of such meal breaks shall be fixed by the employer in any section or department and, having been fixed, shall not be altered except as follows:

(a) By mutual agreement; or

(b) By the giving of not less than one week's notice to the employees concerned and where requested a copy of such notice given to a representative of the Union in writing:

Provided that existing arrangements relating to flexibility of meal times on any operation shall be continued and that in emergent circumstances, employees in any section of any works may mutually agree with their employer or their representative, to alter their meal times or defer them by up to 20 minutes on any occasion without incurring penalty payments.

6.5.4 Except as provided for in clause 6.5.3, any employee called upon to work during meal intervals or rest pauses shall be paid at double time for the period so employed and such double time shall continue until a meal break or rest pause, as the case may be, is allowed.

6.6 Rest pauses

6.6.1 One rest pause of 20 minutes duration per day/shift shall be paid for as working time. Employees on incentive payment systems are permitted to take an additional rest pause of 10 minute duration if required. Such rest pause/s may be taken at any time subject to ensuring continuity of work processes.

6.6.2 When work is performed on overtime, any employee working overtime shall be allowed an additional rest pause of 10 minutes duration after each two hours' overtime actually worked, except where an employee is entitled to a paid meal break in accordance with clause 6.7.2 and provided that work is to continue thereafter.

6.6.3 It may be agreed on the job that employees may cease work earlier in lieu of the rest pause which is due.

6.6.4 Persons engaged specifically as casual or part-time employees shall be entitled to a rest pause of 10 minutes duration in respect of any period of 4 ordinary hours actually worked.

6.6.5 Where on any day an employee continues to work beyond the first period of 4 ordinary hours but does not complete a further period of 4 ordinary hours, the employee shall be allowed a further rest pause of 10 minutes duration, provided such further period worked covered at least 2 ordinary hours and that work is to continue thereafter.

6.6.6 In addition to all rest pauses and meal periods provided for in this Award, all employees on chain operations shall be allowed a minimum of three periods of five minutes each day for the purpose of personal relief. The employer will fix these periods after consultation with a representative of the Union.

6.7 Overtime

6.7.1 All time worked in excess of the ordinary hours in clauses 6.1.2 and 6.1.4 or outside the spread of ordinary hours in clause 6.1.1, shall be deemed to be overtime and paid for at the rate of time and a-half:

Provided that where such overtime work extends beyond 3 hours on any day all such overtime work in excess of 3 hours shall be paid for at the rate of double time.

6.7.2 Any employee called upon to work more than one and a-half hours overtime, either before or after their ordinary hours shall in addition to all other meal breaks and rest pauses provided be allowed a meal break of not less than 30 minutes to be paid at ordinary rates and taken:

(a) In the case of overtime occurring before ordinary hours at a time agreed between the employer and the employee concerned, but in any event, not later than 3 hours after the commencement of such overtime work;

(b) In the case of overtime occurring after ordinary hours at the expiry of 1½ hours of overtime work or at such other time as may be agreed between the employer and employee.

(c) This shall not prevent agreement between the employer and employee/s concerned that such paid meal breaks may be taken at the termination of overtime work and paid for at overtime rates as time worked.

6.7.3 An employee who works overtime which extends more than 1½ hours beyond the employee's recognised ceasing time shall be provided with a meal or paid a meal allowance of \$9.60:

Provided that this provision does not apply when overtime does not extend beyond 5 p.m.

6.7.4 Saturday Work

Employees other than shift workers called upon to work on Saturday shall be paid at the rate of time and a-half for the first 3 hours and double time thereafter:

Provided that employees working on a Saturday will receive a minimum period of 3 hours' work or payment in lieu.

6.7.5 Sunday Work

Employees other than shift workers called upon to work on Sunday shall be paid at the rate of double time:

Provided that employees working on a Sunday will receive a minimum period of 4 hours' work or payment in lieu.

6.7.6 Call Back

(a) Where an employee is required to continue overtime after a meal break following the employee's ordinary ceasing time or an employee is required by prior notice to return to work at a specified time following the employee's ordinary ceasing time, the employee shall be provided with a minimum period of 2 hours' work or be entitled to payment for such.

(b) Where an employee who has left the place of work is called back to work after the employee's ordinary ceasing time without prior notice, the employee shall be provided with a minimum period of 4 hours' work or be entitled to payment for such.

(c) An employee called back to return to work shall be recalled for a specific task or tasks, details of which shall be made known to the employee by the employer at the time of such recall. Notwithstanding the minimum periods or minimum payments specified in the relevant clauses, no employee shall be required to continue working beyond the task/s for which they were specifically recalled.

6.7.7 Any employee other than a shift worker required to commence work between midnight and the ordinary starting time shall be provided with work up to their ordinary starting time or shall be paid at the prescribed rates for all

time between the time they are ordered to start work and their ordinary starting time.

- 6.7.8 An employee who works so much overtime between the termination of the employee's ordinary work on one day and the commencement of the employee's ordinary work on the next day that the employee has not at least 10 consecutive hours off duty between those times, shall subject to clause 6.7.9 be released after completion of such overtime until the employee has had 10 consecutive hours off duty without loss of pay for ordinary working time occurring during such absence.

If on the instructions of the employer such an employee resumes or continues work without having had such 10 consecutive hours off duty the employee shall be paid double time until released from duty for such period. The employee shall then be entitled to be absent until the employee has had 10 consecutive hours off duty without loss of pay for ordinary working time occurring during such absence:

Provided that overtime worked on call back under clause 6.7.6 shall not be regarded as overtime for the purpose of clause 6.7.8 when the actual time worked is less than 2 hours on such recall or each of such recalls.

- 6.7.9 Clause 6.7.8 shall apply in the case of shift workers who rotate from one shift to another as if 8 hours were substituted for 10 hours when overtime is worked:

- (a) For the purpose of changing shift rosters; or
- (b) Where a shift worker does not report for duty; or
- (c) Where a shift is worked by arrangement between the employees themselves:

Provided that an employee who works so much overtime that the employee has not had at least 10 consecutive hours off duty during the 15 hours immediately preceding the employee's ordinary commencing time on a Monday shall be released after the completion of such overtime until the employee has had 10 consecutive hours off duty without loss of pay for ordinary working time occurring during such absence:

Provided further that clause 6.7.9 shall not apply to an employee required to work overtime which commences within the period of ten hours immediately preceding the employee's ordinary commencing time on Monday and where the period of overtime worked is less than five hours.

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 190 hours 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 152 hours in any other case.

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

- 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 or 5.3 (whichever is relevant), at that excess rate; and
- (b) in every other case, at the ordinary time rate of pay payable under clause 5.2 or 5.3 (whichever is relevant) 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 152 hours or 190 hours as the case may be and also their ordinary time rate of pay for any public holidays occurring during such period of 152 or 190 hours.

- 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 7.1.1 applies, annual leave pay (including any proportionate payments) shall be calculated as follows:

- (a) *Shift workers* - Subject to 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 holiday shifts.
- (b) *Supervisory allowance* - Subject to 7.1.5(c), supervisory allowances and amounts of a like nature otherwise payable for ordinary time worked shall be included in the wages to be paid to employees during annual leave
- (c) *All employees* - Subject to 7.1.5(d), in no case shall the payment by an employer to an employee be less than the sum of the following amounts:
 - (i) The employee's ordinary wage rate as prescribed by clause 5.2 or 5.3 (whichever is relevant) for the period of the annual leave (excluding shift allowances and week-end penalty rates);
 - (ii) Supervisory allowance or amounts of a like nature;
 - (iii) A further amount calculated at the rate of 17 ½% of the amounts referred to in clauses 7.1.5(c)(i) and 7.1.5(c)(ii).
- (d) Clause 7.1.5(c) shall not apply to any period or periods of annual leave exceeding:
 - (i) 190 hours in the case of employees employed in a calling where three shifts per day are worked over a period of 7 days per week; or
 - (ii) 152 hours in any other case.
 - (iii) employers (and their employees) who are already paying (or receiving) an annual leave bonus, loading or other annual leave payment which is not less favourable to employees.

7.1.6 At least 14 days' notice of the commencement of annual leave shall be given to the employee.

7.1.7 Except in the case of termination it shall not be lawful for the employer to give or for any 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 a maximum of 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 after each 6 weeks of employment.
- (c) Payment for sick leave will be made based on the ordinary number of hours which would have been worked by the employee if the employee were not absent on sick leave.
- (d) Sick leave may be taken for part of a day.
- (e) Sick leave shall be cumulative, but unless the employer and employee otherwise agree, no employee shall be entitled to receive, and no employer shall be bound to make, payment for more than 13 weeks' absence from work through illness in any one year.

7.2.2 Employee must give notice

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

7.2.3 Evidence supporting a claim

When the employee's absence is for more than 2 days the employee is required to give the employer a doctor's certificate, or other evidence to the satisfaction of the employer, 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 three months;
- (c) The employee's employment is terminated because of illness or injury and the employee is re-employed 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.

7.2.6 *Illness on annual leave*

Where a period of illness of 5 or more consecutive days occurs during annual leave and such period of illness is covered by a doctor's certificate it shall, on the application of an employee who has the necessary sick leave credits, be regarded as sick leave and an equivalent number of annual leave entitlement days shall be available to the employee.

7.2.7 *Payment of sick leave in certain circumstances*

- (a) Sick leave entitlements which accrue as from 1 January 1984 and which remain unused at the termination of employment of an employee shall attract a pay-out in accordance with the following and not otherwise:
 - (i) Unused sick leave remaining at the end of December each year shall be valued at the employee's rate of pay then applying and such amount shall be kept as a credit to be paid out only on retirement or termination, including death, but not on dismissal for misconduct (the term misconduct herein used to carry the same meaning as defined in the Act);
 - (ii) In the case of an employee who retires, or whose employment is terminated (except for misconduct as provided for in clause 7.2.7(a)(i), or who dies at any time during a year, any unused sick leave remaining in respect of that calendar year shall be valued at the employee's rate of pay applying at the time of such retirement, termination or death and such amount shall be paid in addition to any amount accrued in clause 7.2.7(a)(i);
 - (iii) Where actual sick leave is claimed, such sick leave shall be drawn from that which first accrued due to an employee in respect of employment with the employer and which still remains available to the employee:

Provided that where actual sick leave is claimed from unused sick leave accrued subsequent to 1 January 1984 the amount of any credit marked up to an employee shall be reduced at the rate and value applying when such leave was originally valued;

- (iv) Any sick leave taken as sick leave shall be paid at the employee's current rate of pay;
- (v) An employee is to be provided with an annual statement by 31st January each year, showing any sick leave entitlements remaining as at 31st December in the previous year.

7.3 Long service leave

All employees are entitled to long service leave on full pay under, subject to, and in accordance with, the provisions of Chapter 2, Part 3, sections 42-57 of the Act as amended from time to time.

7.4 Bereavement leave

7.4.1 *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.

7.4.2 *Long-term casual employees*

- (a) A long-term casual employee is entitled to at least 2 days unpaid bereavement leave on the death of a member of the person's immediate family or household in Australia.
- (b) A "long-term casual employee" is a casual employee engaged by a particular employer, on a regular and systematic basis, for several periods of employment during a period of at least 1 year immediately before the employee seeks to access an entitlement under clause 7.4.2.

7.4.3 "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.

7.4.4 *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.

7.4.5 *Leave to attend funeral outside Australia*

An employee shall be entitled to a minimum period of leave as herein prescribed without deduction of pay on each occasion of the death outside Australia of an employee's spouse, child, father or mother and where such employee travels outside of Australia to attend the funeral service. The employee shall have the right to nominate whether the day prior to or the day after the funeral shall constitute, with the day of the funeral, the 2 days' leave.

7.4.6 *No entitlement during other period of leave*

An employee shall not be entitled to leave under clause 7.4 during any period in respect of which other leave has been granted.

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 Leave of absence - Defence force reserves

7.6.1 In respect of absence from duty for the purpose of attending defence force reserves training, an employee may be granted leave of absence without pay for attendance at one period of annual continuous training up to 2 weeks in each year.

7.6.2 In each case evidence of the necessity for attendance at the camp shall be submitted with an employee's application, giving adequate notice and at the conclusion of the camp the employee shall produce to the employer a certificate by the employee's Commanding Officer of attendance thereat.

7.6.3 Where the employer is unable to grant leave of absence to an employee for the purpose of attending a camp of

the employee's own unit or corps, the employer may grant in lieu, leave of absence for the purpose of attending an equivalent camp with another unit or corps.

7.6.4 An employee who while undergoing or receiving or performing training or instruction or service referred to in clause 7.6, sustains injury or contracts an illness necessitating an absence from duty beyond the period of leave granted in clause 7.6 may be granted further leave of absence without pay.

7.6.5 By mutual agreement leave may be taken as part of annual leave or where appropriate long service leave.

7.7 Public holidays

7.7.1 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.

7.7.2 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.

7.7.3 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.

7.7.4 Double time and a-half

For the purposes of clause 7.7, where the rate of wages is a weekly rate, "double time and a-half" shall mean one and one-half days' wages in addition to the prescribed weekly rate, or *pro rata* if there is more or less than a day.

7.7.5 Termination or stand down

Any employee, with two 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.

7.7.6 Entitlement to payment for public holidays not worked

Full-time employees shall be entitled to payment for the public holidays in clause 7.7 (but not for Easter Saturday except where that day forms part of the ordinary working week) except that where an employee is absent from employment on the ordinary working day before or the ordinary working day after a holiday (other than Labour Day) without reasonable excuse or without the consent of the employer, the employee shall not be entitled to payment for such holiday.

7.7.7 No entitlement to payment for public holiday in certain circumstances

An employee who accepts the employer's request to attend for work on any of the foregoing holidays and fails to attend, except through illness or other unforeseen circumstances (proof of which shall be on the employee) shall not be entitled

to payment for such holiday:

Provided that when any employee shall be required to work on any of the public holidays provided herein the employee shall be provided with a minimum of 4 hours' work or be entitled to payment for same.

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

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

- (a) A full-time employee is entitled to either payment for each public holiday or a substituted day's leave.
- (b) A part-time employee is entitled to either payment for each public holiday or a substituted day's leave provided that the part-time employee would have been ordinarily rostered to work on that day had it not been a public holiday.
- (c) Where a public holiday would have fallen on a Saturday or a Sunday but is substituted for another day all employees who would ordinarily have worked on such Saturday or Sunday but who are not rostered to work on such day are entitled to payment for the public holiday or a substituted day's leave.
- (d) Where Christmas Day falls on a Saturday or a Sunday and the public holiday is observed on another day an employee required to work on Christmas Day (i.e. 25 December) is to be paid at the rate of double time.
- (e) Nothing in clause 7.7.8 confers a right to any employee to payment for a public holiday as well as a substituted day in lieu.

7.8 Jury service

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

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

8.1 Transfers

Where an employee is temporarily transferred during working hours from one workplace to another, the employer shall pay the employee all costs of transit and travelling time.

PART 9 - TRAINING AND RELATED MATTERS

9.1 Commitment to 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 Uniforms

10.1.1 Where an employer requires an employee to wear a conventionally worn uniform in any establishment, section or department the employer shall supply, launder and maintain such uniforms and such shall remain the property of the employer:

Provided that in lieu of the foregoing the employer may pay to each such employee the sum of \$7.00 per week as a uniform allowance and the additional sum of \$5.25 per week as a laundry allowance.

10.2 Protective clothing

10.2.1 All necessary protective clothing for employees including freezer clothing shall be supplied, maintained, laundered and replaced by the employer.

10.2.2 The employer shall be bound to supply 2 pairs of rubber boots and two aprons or dustcoats of a quality suitable to the employee's function to each employee whose occupation normally entails the wearing of such items:

Provided that in lieu of the supply of such items the employer may elect to pay an allowance of \$7.00 per week but having made an election the employer shall not change the procedure without consultation with the Union:

Provided also that any employee whose work ordinarily entails the wearing of heavy-duty aprons shall be supplied by the employer, free of charge, with such heavy-duty aprons as are necessary.

10.2.3 Where it is mutually agreed that a task necessitates the wearing of rubber gloves, satisfactory gloves shall be supplied free of cost by the employer.

10.2.4 Where an employee is transferred from one classification to another classification without notice on the preceding day, the employee directed to transfer shall for the day, or part of a day transferred, be supplied by the employer with any special and/or protective clothing necessary to perform the work to which the employee is transferred. Where necessary the employee shall be allowed reasonable time for washing and cleaning before transfer.

10.2.5 In all cases where an employee's clothing, uniforms, protective clothing, lunch bags, tools of trade or receptacles used for lunches are damaged by fire or through the use of any corrosive material compensation shall be granted by the employer.

10.3 Amenities

10.3.1 The employer shall supply boiling water in sufficient quantities to make an adequate supply of hot beverages for each employee immediately each meal time commences. Subject to availability, hot water shall also be supplied by the employer at each rest pause break.

10.3.2 The employer shall provide bathrooms, proper and sufficient wash hand basins and where practicable each with an adequate supply of hot and cold running water, dressing rooms and a dining room and keep them in a sanitary condition with the co-operation of the employees.

10.4 First aid

At any time when, for whatever reason, there is neither a qualified medical practitioner or a registered nurse in attendance on premises where employees are working under this Award the employer shall ensure that there is at least one employee designated who holds a St. John First Aid qualification, or other similar qualification to render first aid in the event of accident or injury to any employee.

10.5 Transport of injured employees

The employer shall supply, when required, reasonable transport to an injured employee from the place of work to a hospital or doctor without cost to the employee and when requested by such an employee the employer shall assist in arranging transport for the employee from the hospital or doctor to the employee's residence or work place without cost to the employee.

10.6 General conditions

- 10.6.1 Where it is reasonable for employees to sit at their work chairs shall be provided. Such chairs shall be reasonably comfortable and have backs on them.
- 10.6.2 The employer shall provide power-driven grindstones where knives are working utensils.
- 10.6.3 The employer shall provide facilities for drying leggings, aprons, etc. for employees who are engaged upon wet work.
- 10.6.4 Where floors are of concrete the employer shall provide gratings or suitable floor coverings for employees to stand on while at work.
- 10.6.5 Where an employee is transferred to a job calling for the use of a knife and/or steel the employee so transferred shall, for the day or part of the day the employee is directed to transfer, be supplied by the employer with the necessary knife and/or steel which shall remain the property of the employer and be returned at the completion of duty. In the event of loss by the employee the same shall be replaced by the employee.

PART 11 - AWARD COMPLIANCE AND UNION RELATED MATTERS

Preamble

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

11.1 Right of entry

11.1.1 Authorised industrial officer

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

11.1.2 Entry procedure

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

11.1.3 Inspection of records

- (a) An authorised industrial officer is entitled to inspect the time and wages record required to be kept under section 366 of the Act.
- (b) An authorised industrial officer is entitled to inspect such time and wages records of any former or current employee except if the employee:
 - (i) is ineligible to become a member of the Union; or
 - (ii) is a party to a QWA or ancillary document, unless the employee has given written consent for the records to be inspected; or
 - (iii) has made a written request to the employer that the employee does not want the 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, the employer shall provide employees with a document indicating that a Statement of Policy on Union Encouragement has been issued by the Commission, a copy of which is to be kept on the premises of the employer in a place readily accessible by the 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 Notice Boards

The employer shall permit notice boards to be erected in the establishment for the purposes of posting any notices thereon in connection with the meeting or other business of the Union. Such notice boards shall be in a prominent position. All such notices shall be signed by the officer of the Union causing such notices to be posted.

11.5 Union delegates

Leave of absence from work to attend any Union business shall be allowed by the employer to any employee, member of the Bacon Factories Union of Employees, Queensland, named by such Union, provided fair and reasonable notice is given to the employer:

Provided that such leave shall be restricted to one employee at a time in the employment of any one employer and such employee shall not be entitled to payment for the time the employee is so absent from work.

SCHEDULE 1 - Canterbury Meats Pty Ltd

Notwithstanding clause 6.4.1, employees of Canterbury Meats Pty Ltd may work a single shift commencing after 2.30 pm but no later than 6.00 pm on any day Monday to Friday; an employee whilst engaged in such a shift arrangement shall be paid the afternoon shift allowance in accordance with clause 6.4.4.

Dated 6 January 2003.

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

Operative Date: 6 January 2003