

QUEENSLAND INDUSTRIAL RELATIONS COMMISSION

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

MEAT INDUSTRY (PRIVATE EXPORT COMPANIES) MECHANICAL ETC. AWARD - STATE 2002

Following the Declaration of the General Ruling in the 2010 State Wage Case (matter numbers B/2010/20 and B/2010/21), the Meat Industry (Private Export Companies) Mechanical Etc. Award - State 2002 is hereby reprinted, pursuant to s. 698 of the *Industrial Relations Act 1999*.

I hereby certify that the Award contained herein is a true and correct copy of the Meat Industry (Private Export Companies) Mechanical Etc. Award - State 2002 as at 1 September 2010.

Dated 1 November 2010.

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

MEAT INDUSTRY (PRIVATE EXPORT COMPANIES) MECHANICAL ETC. AWARD - STATE 2002

PART 1 - APPLICATION AND OPERATION

1.1 Title

This Award is known as the Meat Industry (Private Export Companies) Mechanical Etc. Award - State 2002.

1.2 Arrangement of award

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1.3 Date of operation

This Award takes effect from 23 December 2002.

1.4 Award coverage

This Award will apply to employees for whom rates of pay and general conditions are prescribed in this Award and employed by the following employers:

- Kilcoy Pastoral Co. Pty Ltd, Kilcoy
- Oakey Abattoir Pty Ltd, Oakey
- Australia Meat Holdings Pty. Limited, Dinmore
- Australia Meat Holdings Pty. Limited, Stuart, Townsville
- Australia Meat Holdings Pty. Limited, Fitzroy River, Rockhampton
- Australia Meat Holdings Pty. Limited, Toowoomba

- Teys Bros. (Beenleigh) Pty Ltd, Beenleigh
- Teys Bros. (Biloela) Pty. Ltd., Biloela

1.5 Parties bound

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

1.6 Definitions

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

1.6.2 "Commission" means the Queensland Industrial Relations Commission.

1.6.3 "Union" means the:

- (a) Automotive, Metals, Engineering, Printing and Kindred Industries Industrial Union of Employees, Queensland; or
- (b) The Electrical Trades Union of Employees of Australia, Queensland Branch; or
- (c) Federated Engine Drivers' and Firemens' Association of Australasia Queensland Branch, Union of Employees

PART 2 - FLEXIBILITY

2.1 Enterprise flexibility

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

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

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

PART 3 - COMMUNICATION, CONSULTATION AND DISPUTE RESOLUTION

3.1 Grievance and dispute settling procedure

3.1.1 Should a problem arise between an employer and employees which may result in an industrial dispute, the following steps shall be followed in a genuine attempt to resolve the matter without loss of time through industrial action.

3.1.2 When a problem arises concerning one or more employees, discussions are to be held between the employees concerned and the immediate supervisor in order to find a satisfactory resolution to the matter. The Union representative, where appropriate, should be called upon to assist in such discussion. Where the dispute concerns alleged actions of the immediate supervisor the employee/s may bypass this level in the procedure.

3.1.3 If the matter is unresolved at this level, the Engineer and/or Maintenance Supervisor should be made aware of the matter and discussions should be held with a view to resolving it. All parties including the Union representative, where appropriate, should take part in such discussions.

3.1.4 In the event that the problem is still unresolved arrangements will be made for discussions to be held involving management and the State Secretary or State Organiser of the Union concerned, where appropriate, together with all other concerned parties.

3.1.5 If the problem still remains unresolved after such discussions, either party may seek the assistance of the Industrial Commission.

3.1.6 In order to allow for the peaceful resolution of grievances the parties shall endeavour to avoid stoppages of work, lockouts or any other bans or limitations on the performance of work while the procedures of negotiation and conciliation are being followed.

- 3.1.7 Except in the case of termination of employment, the status quo existing before the emergence of the dispute or grievance is to continue whilst the above procedure is being followed.
- 3.1.8 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 At the point of engagement of each employee, the employer will specify in writing whether the engagement is on a full-time, part-time or casual basis.

Subject to the clauses of this Award, full-time employees will be provided with a minimum of 37 hours employment or payment therefor in each week.

4.2 Part-time employment

- 4.2.1 A part-time employee is an employee who:

(a) is employed for not less than 7.4 hours per week and for not more than 37 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 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 may be altered by the employer giving notice to the employee in accordance with the provisions of Part 6:

The agreed number of ordinary hours per week can only be varied in accordance with 4.2.3.

- 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 6.4 (Overtime) of this Award.

- 4.2.6 A part-time employee employed under clause 4.2 must be paid for ordinary hours worked at the rate of 1/37th of the weekly rate prescribed 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 an 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 their employer agree in writing, part-time employment may be converted to full-time, and vice-versa on a permanent basis or for a specified period of time. If 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 employment

A casual employee will mean an employee engaged as such for less than 37 hours per week.

Casual employees will be engaged by the hour and will be paid a 23% loading in addition to the rates prescribed within this Award. Casual loading will not be considered when calculating overtime.

4.4 Trainees

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

4.5 Employer directions

- 4.5.1 An employer may direct an employee to carry out such duties as are within the limits of the employee's skill, competence and training consistent with the classification structure of this Award provided that such duties are not designed to promote de-skilling.
- 4.5.2 An employer may direct an employee to carry out such duties and use such tools and equipment as may be required provided that the employee has been properly trained in the use of such tools and equipment.
- 4.5.3 Any direction issued by an employer pursuant to clauses 4.5.1 and 4.5.2 will be consistent with the employer's responsibilities to provide a safe and healthy working environment.

4.6 Stand down of employees

The provisions of section 98 of the Act will apply in regard to the stand down of employees.

4.7 Sufficient labour

Without prejudice to the rights of any party, it is agreed as a condition of this Award that the Unions, parties to this Award, undertake to provide sufficient labour as required by an employer to maintain production at all times, except in cases where the Unions and an employer are in direct conflict and members of the Unions covered by this Award leave the plant. In such cases sufficient labour will remain on the plant to ensure the treating of livestock slaughtered at the time other employees leave the plant.

4.8 Anti-discrimination

- 4.8.1 It is the intention of the parties to this Award to prevent and eliminate discrimination, as defined by the *Anti-Discrimination Act 1991* and the *Industrial Relations Act 1999* as amended from time to time, which includes:
- (a) discrimination on the basis of sex, marital status, family responsibilities, pregnancy, parental status, age, race, impairment, religion, political belief or activity, trade union activity, lawful sexual activity and association with, or relation to, a person identified on the basis of any of the above attributes;
 - (b) sexual harassment; and
 - (c) racial and religious vilification.
- 4.8.2 Accordingly, in fulfilling their obligations under the grievance and dispute settling procedure in clause 3.1, the parties to this Award must take reasonable steps to ensure that neither the Award provisions nor their operation are directly or indirectly discriminatory in their effects.
- 4.8.3 Under the *Anti-Discrimination Act 1991* it is unlawful to victimise an employee because the employee has made or may make or has been involved in a complaint of unlawful discrimination or harassment.
- 4.8.4 Nothing in clause 4.8 is to be taken to affect:
- (a) any different treatment (or treatment having different outcomes) which is specifically exempted under the *Anti-Discrimination Act 1991*;
 - (b) an employee, employer or registered organization, pursuing matters of discrimination, including by application to the Human Rights and Equal Opportunity Commission/Anti-Discrimination Commission Queensland.

4.9 Termination of employment

4.9.1 Statement of employment

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

4.9.2 Termination by employer

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

Period of Continuous Service
Not more than 1 year

Period of Notice
1 week

| | |
|---|---------|
| More than 1 year but not more than 3 years | 2 weeks |
| More than 3 years but not more than 5 years | 3 weeks |
| More than 5 years | 4 weeks |

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

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

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

(d) In calculating any payment in lieu of notice the minimum compensation payable to an employee will be at least the total of the amounts the employer would have been liable to pay the employee if the employee's employment had continued until the end of the required notice period. The total must be worked out on the basis of:

- (i) the ordinary working hours to be worked by the employee; and
- (ii) the amounts payable to the employee for the hours including for example allowances, loadings and penalties; and
- (iii) any other amounts payable under the employee's employment contract.

(e) The period of notice in this clause shall not apply in the case of dismissal for misconduct or other grounds that justify instant dismissal, or in the case of a casual employee, or an employee engaged by the hour or day, or an employee engaged for a specific period or tasks.

4.9.3 *Notice of termination by employee*

The notice of termination required to be given by an employee shall be 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 4.9.2.

4.9.4 Unless otherwise agreed, annual leave shall not be used to provide the notice prescribed in 4.9.2 and 4.9.3.

4.9.5 *Time off during notice period*

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

4.10 Introduction of changes

4.10.1 *Employer's duty to notify*

(a) Where an employer decides to introduce changes in production, program, organisation, structure or technology, that are likely to have significant effects on employees, the employer shall notify the employees who may be affected by the proposed changes and, where relevant, their Union or Unions.

(b) 'Significant effects' includes termination of employment, major changes in the composition, operation or size of the employer's workforce or in the skills required; the elimination or diminution of job opportunities or job tenure; the alteration of hours of work; the need for retraining or transfer of employees to other work or locations and the restructuring of jobs:

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

4.10.2 *Employer's duty to consult over change*

(a) The employer shall consult the employees affected and, where relevant, their Union or Unions about the introduction of the changes, the effects the changes are likely to have on employees (including the number and categories of employees likely to be dismissed, and the time when, or the period over which, the employer intends to carry out the dismissals), and the ways to avoid or minimise the effects of the changes (e.g. by finding alternate employment).

(b) The consultation must occur as soon as practicable after making the decision referred to in clause 4.10.1.

- (c) For the purpose of such consultation the employer shall provide in writing to the employees concerned and, where relevant, their Union or Unions, all relevant information about the changes including the nature of the changes proposed, the expected effects of the changes on employees, and any other matters likely to affect employees, provided that any employer shall not be required to disclose confidential information, the disclosure of which would be adverse to the employer's interests.

4.11 Redundancy

4.11.1 Consultation before terminations

- (a) Where an employer decides that the employer no longer wishes the job the employee has been doing to be done by anyone, and this is not due to the ordinary and customary turnover of labour, and that decision may lead to termination of employment, the employer shall consult the employee directly affected and where relevant, their Union or Unions.
- (b) The consultation shall take place as soon as it is practicable after the employer has made a decision, which will invoke the provisions of clause 4.11.1(a) and shall cover the reasons for the proposed terminations, measures to avoid or minimise the terminations and/or their adverse affects on the employees concerned.
- (c) For the purpose of the consultation the employer shall, as soon as practicable, provide in writing to the employees concerned and, where relevant, their Union or Unions, all relevant information about the proposed terminations including the reasons for the proposed terminations, the number and categories of employees likely to be affected, the number of workers normally employed and the period over which the terminations are likely to be carried out:

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

4.11.2 Transfer to lower paid duties

- (a) Where an employee is transferred to lower paid duties for reasons set out clause 4.11.1 the employee shall be entitled to the same period of notice of transfer as the employee would have been entitled to if the employee's employment had been terminated under clause 4.9.
- (b) The employer may, at the employer's option, make payment in lieu thereof of an amount equal to the difference between the former amounts the employer would have been liable to pay and the new lower amount the employer is liable to pay the employee for the number of weeks of notice still owing.
- (c) The amounts must be worked out on the basis of:
- (i) the ordinary working hours to be worked by the employee; and
 - (ii) the amounts payable to the employee for the hours including for example, allowances, loadings and penalties; and
 - (iii) any other amounts payable under the employee's employment contract.

4.11.3 Transmission of business

- (a) Where a business is, whether before or after the date of insertion of this clause in the Award transmitted from an employer (transmitter) to another employer (transmittee), and an employee who at the time of such transmission was an employee of the transmitter of the business, becomes an employee of the transmittee:
- (i) the continuity of the employment of the employee shall be deemed not to have been broken by reason of such transmission; and
 - (ii) the period of employment which the employee has had with the transmitter or any prior transmitter shall be deemed to be service of the employee with the transmittee.
- (b) In clause 4.11.3, 'business' includes trade, process, business or occupation and includes a part or subsidiary (which means a corporation that would be taken to be a subsidiary under the Corporations Law, whether or not the Corporations Law applies in the particular case) of any such business and 'transmission' includes transfer, conveyance, assignment or succession whether by agreement or by operation of law and 'transmitted' has a corresponding meaning.

4.11.4 Time off during notice period

- (a) Where a decision has been made to terminate an employee in the circumstances outlined in clause 4.11.1, the employee shall be allowed up to one day's time off without loss of pay during each week of notice for the purpose of seeking other employment.

- (b) If the employee has been allowed paid leave for more than one day during the notice period for the purpose of seeking other employment, the employee shall, at the request of the employer, be required to produce proof of attendance at an interview or the employee shall not receive payment for the time absent. For this purpose a statutory declaration will be sufficient.

4.11.5 *Notice to Centrelink*

Where a decision has been made to terminate employees in the circumstances outlined in clause 4.11.1, the employer shall notify Centrelink as soon as possible giving all relevant information about the proposed terminations, including a written statement of the reasons for the terminations, the number and categories of the employees likely to be affected, the number of workers normally employed and the period over which the terminations are intended to be carried out.

4.11.6 *Severance pay*

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

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

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

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

4.11.7 *Superannuation benefits*

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

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

4.11.8 *Employee leaving during notice*

An employee whose employment is terminated for reasons set out in clause 4.11.1(a), may terminate such employment during the period of notice, and, if so, shall be entitled to the same benefits and payments under this clause had such employee remained with the employer until the expiry of such notice:

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

4.11.9 *Alternative employment*

An employer, in a particular case, may make application to the Commission to have the general severance pay prescription amended if the employer obtains acceptable alternative employment for an employee.

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

Clause 4.11 shall not apply to employees with less than one year's continuous service and the general obligation on employers should be no more than to give relevant employees an indication of the impending redundancy at the first reasonable opportunity, and to take such steps as may be reasonable to facilitate the obtaining by the employees of suitable alternative employment.

4.11.11 *Employees exempted*

Clause 4.11 shall not apply:

- (a) where employment is terminated as a consequence of misconduct on the part of the employee; or
- (b) to employees engaged for a specific period or task(s); or
- (c) to casual employees.

4.11.12 *Employers exempted*

- (a) Subject to an order of the Commission, in a particular redundancy case, clause 4.11 shall not apply to an employer including a company or companies that employ employees working a total of fewer than 550 hours on average per week, excluding overtime, Monday to Sunday. The 550 hours shall be averaged over the previous 12 months.
- (b) A 'company' shall be defined as:
 - (i) a company and the entities it controls; or
 - (ii) a company and its related company or related companies; or
 - (iii) a company where the company or companies has a common Director or common Directors or a common shareholder or common shareholders with another company or companies.

4.11.13 *Exemption where transmission of business*

- (a) The provisions of clause 4.11.6 are not applicable where a business is before or after the date of the insertion of this clause into the Award, transmitted from an employer (transmitter) 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 transmitter, and any prior transmitter, 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 transmitter; and
 - (B) which recognises the period of continuous service which the employee had with the transmitter and any prior transmitter to be continuous service of the employee with the transmittee.
- (b) The Commission may amend clause 4.11.13(a)(ii) if it is satisfied that it would operate unfairly in a particular case, or in the instance of contrived arrangements.

4.11.14 *Incapacity to pay*

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

4.12 Continuity of service - transfer of calling

In cases where a transfer of calling occurs, continuity of service should be determined in accordance with sections 67-71 of the Act, as amended from time to time.

PART 5 - WAGES AND WAGE RELATED MATTERS

5.1 Classifications

The employees will be graded into an appropriate classification. The classification structure and definitions will be as follows:

5.1.1 *Wage Group C14 (Engineering Production Employee Level I)*

Undertaking up to 37 hours induction training which may include information on the enterprise, conditions of employment, introduction to supervisors and fellow workers, training and career path opportunities, plant layout, work and documentation procedures, occupational health and safety, equal employment opportunity and quality assurance.

An employee at this level performs routine duties essentially of a manual nature and to the level of their training:

- (a) Performs general labouring and cleaning duties;
- (b) exercises minimal judgement;
- (c) works under direct supervision; or
- (d) is undertaking structured training so as to enable them to work at C13 level.

NOTE: This classification level will not apply to employees who have previously completed up to 3 months' employment at this level. Such employees will be classified no lower than C13. Casual employees will not be engaged at this level.

5.1.2 Wage Group C13 (*Engineering Production Employee Level II*)

An employee who has completed up to 3 months structured training or has equivalent experience so as to enable the employee to perform work within the scope of this level.

An employee at this level performs work above and beyond the skills of an employee at C14 and to the level of their training:

- (a) Works under direct supervision either individually or in a team environment;
- (b) understands and undertakes basic quality control/assurance procedures including the ability to recognise basic quality deviations/faults;
- (c) understands and utilises basic statistical process control procedures.

Indicative of the tasks which an employee at this level may perform are the following:

- repetition work on automatic, semi-automatic or single purpose machines or equipment;
- assembles components using basic written, spoken and/or diagrammatic instructions in an assembly environment;
- basic soldering or butt and spot welding skills or cuts scrap with oxy-acetylene blow pipe;
- uses selected hand tools;
- boiler cleaning;
- maintains simple records;
- uses hand trolleys and pallet trucks;
- assist in the provision of on-the-job training in conjunction with tradespersons and supervisor/trainees.

5.1.3 Wage Group C12 (*Engineering/Production Employee Level III*)

An employee who has completed a Production/Engineering Certificate I or equivalent so as to enable the employee to perform work within the scope of this level.

An employee at this level performs work above and beyond the skills of an employee at C13 and to the level of their training:

- (a) Is responsible for the quality of their own work subject to routine supervision;
- (b) Works under routine supervision either individually or in a team environment;
- (c) Exercises discretion within their levels of skills and training.

Indicative of the tasks which an employee at this level may perform are the following:

- operates flexibly between assembly stations;
- operates machinery and equipment requiring the exercise of skill and knowledge beyond that of an employee at level C13;
- non-trade engineering skills;
- basic tracing and sketching skills;

- receiving, dispatching, distributing, sorting, checking, packing (other than repetitive packing in a standard container or containers in which such goods are ordinarily sold), documenting and recording of goods, materials and components;
- basic inventory control in the context of a production process;
- basic keyboard skills;
- advanced soldering techniques;
- operation of machinery requiring certification at 1D or 1E level;
- operation of mobile equipment including industrial trucks and cranes;
- ability to measure accurately;
- assists one or more tradespersons;
- welding which requires the exercise of knowledge and skills above C13;
- erecting and/or installing television and other electronic impulse transmitting and/or receiving antennae;
- assists in the provision of on-the-job training in conjunction with tradespersons and supervisor/trainees.

5.1.4 Wage Group C11 (Engineering/Production Employee Level IV)

An employee who has completed a Production/Engineering Certificate II or equivalent so as to enable the employee to perform work within the scope of this level.

An employee at this level performs work above and beyond the skills of an employee at C12 and to the level of their training:

- (a) Works from complex instructions and procedures;
- (b) assists in the provision of on-the-job training to a limited degree;
- (c) co-ordinates work in a team environment or works individually under general supervision;
- (d) is responsible for assuring the quality of their own work.

Indicative of the tasks which an employee at this level may perform are the following:

- uses precision measuring instruments;
- machine setting, loading and operation;
- rigging (certified);
- inventory and store control including:
 - Licensed operation of all appropriate materials handling equipment;
 - Use of tools and equipment within the scope (basic non-trades) maintenance;
 - Computer operation at a level higher than that of an employee at C12 level;
- intermediate keyboard skills;
- basic engineering, fault finding and repair skills;
- perform basic quality checks on the work of others;
- licensed and certified for industrial truck, machinery and/or crane operating to a level higher than C12;
- has knowledge of the employer's operation as it relates to the work process;
- lubrication of production machinery and similar equipment;
- assists in the provision of on-the-job training in conjunction with tradespersons and supervisors/trainees;
- in addition to the primary task of assisting tradespersons, is required, as a minor part of their duties, to drive a vehicle (over 1.27t) used in connection with the work of a work team;
- delivery, installation, adjustment and testing of electronic products, not requiring the skill of a tradesperson.

5.1.5 Wage Group C10 (Engineering Tradesperson Level I)

(a) Engineering Tradesperson Level I

An Engineering Tradesperson Level I is an employee who holds a Trade Certificate or Tradespersons Rights Certificate as an:

- Engineering Tradesperson (electrical/Electronic) Level 1
- Engineering Tradesperson (mechanical) Level 1;
- Engineering Tradesperson (fabrication/vehicle building) Level 1;

and is able to exercise the skills and knowledge of that trade.

An Engineering Tradesperson Level I works above and beyond an employee at C11 and to the level of their training:

- (i) understands and applies quality control techniques;
- (ii) exercises good interpersonal and communications skills;
- (iii) exercises keyboard skills at a level higher than C11;
- (iv) exercises discretion within the scope of this grade;
- (v) performs work under limited supervision either individually or in a team environment;
- (vi) operates all lifting equipment incidental to their work;
- (vii) performs non-trade tasks incidental to their work;
- (viii) performs work, which while primarily involving the skills of the employee's trade is incidental or peripheral to the primary task and facilitates the completion of the whole task. Such incidental or peripheral work would not require additional formal technical training;
- (ix) able to inspect products and/or materials for conformity with established operational standards.

(b) Productions System Employee

A Production Systems employee is an employee who, while still being primarily engaged in engineering/production work applies the skills acquired through the successful completion of a trade certificate level qualification in the production, distribution, or stores functions according to the needs of the enterprise. A Production Systems employee works above and beyond an employee at C11 and to the level of their training:

- (i) understands and applies quality control techniques;
- (ii) exercises good interpersonal communication skills;
- (iii) exercises discretion within the scope of this grade;
- (iv) exercise keyboard skills at a level higher than C11;
- (v) performs work under general supervision either individually or in a team environment;
- (vi) able to inspect production and/or materials for conformity with established operational standards.

Indicative of the tasks which an employee at this level may perform are as follows:

- approves and passes first off samples and maintains quality of product;
- works from production drawings, prints or plans;
- and adjusts all production machinery in a plant including production process welding to the extent of training;
- can perform a range of engineering maintenance functions including:
 - removing equipment fastenings including use of destructive cutting equipment;
 - lubrication of production equipment;
 - running adjustments to production equipment;
- able to operate all lifting equipment;
- basic production scheduling and materials handling within the scope of the production process or directly related functions within raw materials/finished good locations in conjunction with technicians;
- understands and applies computer techniques as they relate to production process operations;
- operation of machinery requiring certification at intermediate or advanced boiler operation level or operation of refrigeration including start up, shutdown and/or monitoring of plant;
- high level stores and inventory responsibility beyond the requirements of an employee at C11;
- assists in the provision of on-the-job training in conjunction with tradespersons and trainers;
- has a sound knowledge of the employer's operations as it relates to the production process.

5.1.6 *Wage Group C9 (Engineering Tradesperson Level II; Engineering Technician Level I)*

(a) Engineering Tradesperson Level II

- (i) An Engineering Tradesperson Level II is an:

- Engineering Tradesperson (electrical/electronic) Level II; or
- Engineering Tradesperson (mechanical) Level II; or
- Engineering Tradesperson (fabrication/vehicle building) Level II;

who has completed the following training requirement:

- 3 appropriate modules in addition to the training requirements of C10 level; or
- 3 appropriate modules towards an Advanced Certificate; or
- 3 appropriate modules towards an Associate Diploma;

or equivalent.

(ii) An Engineering Tradesperson Level II works above and beyond a Tradesperson at C10 and to the level of their training:

- exercises the skills attained through satisfactory completion of the training prescribed for this classification or equivalent;
- exercises discretion within the scope of this grade;
- works under general supervision either individually or in a team environment;
- understands and implements quality control techniques;
- provides trade guidance and assistance as part of a work team;
- exercises trade skills relevant to the specific requirements of the enterprise at a level higher than Engineering Tradesperson Level I.

Tasks which an employee at this level may perform are subject to the employee having the appropriate Trade and Post Trade Training to enable them to perform particular tasks.

(b) Engineering Technician Level I

An employee who has the level of training and/or experience to a C9 tradesperson or equivalent in the technical fields as defined but is engaged in detail draughting or routine planning or technical tasks requiring technical knowledge.

5.1.7 Wage Group C8 (Engineering Tradesperson Special Class Level I; Engineering Technician Level II)

(a) Special Class Engineering Tradesperson Level I

(i) A Special Class Engineering Tradesperson Level I means a:

- Special Class Engineering Tradesperson (electrical/electronic) Level I; or
- Special Class Engineering Tradesperson (mechanical) Level I; or
- Special Class Engineering Tradesperson (fabrication/vehicle building) Level I.

who has completed the following training requirements.

- 6 appropriate modules in addition to the training requirements of C10 level; or
- 6 appropriate modules towards an Advanced Certificate; or
- 6 appropriate modules towards an Associate Diploma;

or equivalent.

(ii) A Special Class Engineering Tradesperson Level I works above and beyond a Tradesperson at C9 and to the level of their training:

- exercises the skills attained through satisfactory completion of the training prescribed for this classification or equivalent;
 - provides trade guidance and assistance as part of a work team;
 - assists in the provision of training in conjunction with supervisors and trainers;
 - understands and implements quality control techniques;
 - works under limited supervision either individually or in a team environment.
- (iii) The following indicative tasks which an employee at this level may perform are subject to the employee having appropriate Trade and Post Trade Training to enable the employee to perform the particular indicative tasks:
- performs operations on a CAD/CAM terminal in the performance of routine modifications to NC/CNC programs;
 - installs, repairs, maintains, tests, modifies, commissions and/or fault finds on complex machinery and equipment which utilises hydraulic and/or pneumatic principles and in the course of such work, is required to read and understand hydraulic and pneumatic circuitry which controls fluid power systems;
 - works on complex or intricate circuitry which involves examining, diagnosing and modifying systems comprising inter-connected circuits.

(b) Engineering Technician Level II

Engineering Technician Level II means an employee who has the level of training and/or experience of an Engineering Tradesperson Level III or equivalent but is engaged in detailed draughting or planning or technical work which requires the exercise of judgement and skill in excess of that required of an employee at C9 under the supervision of technical staff.

5.1.8 Wage Group C7 (*Engineering Tradesperson - Special Class Level II Engineering Technician - Level III*)

(a) Special Class Engineering Tradesperson Level I

(i) A Special Class Engineering Tradesperson Level I means a:

- Special Class Engineering Tradesperson (electrical/electronic) Level II; or
- Special Class Engineering Tradesperson (mechanical) Level II; or
- Special Class Engineering Tradesperson (fabrication/vehicle building) Level II or equivalent;

who has completed the following training requirements:

- 3 appropriate modules in addition to the training requirements of C8 level; or
- 9 appropriate modules towards an Advanced Certificate; or
- 9 appropriate modules towards an Associate Diploma;

or equivalent.

(ii) Tradespersons at C8 and to the level of their training:

- exercises the skills attained through satisfactory completion of the training prescribed for this classification or equivalent;
- is able to provide trade guidance and assistance as part of a work team;
- provides training in conjunction with supervisors and trainers;
- understands and implements quality control techniques;

- works under limited supervision either individually or in a team environment.
- (iii) The following indicative tasks which an employee at this level may perform are subject to the employee having appropriate Trade and Post Trade Training to enable the employee to perform the particular indicative tasks:
- works on machines or equipment which utilise complex mechanical, hydraulic and/or pneumatic circuitry and controls or a combination thereof;
 - works on machinery or equipment which utilises complex electrical/electronic circuitry and controls;
 - works on instruments which make up a complex control systems which utilises some combination of electrical electronic, mechanical or fluid power principles;
 - applies advanced computer numerical control techniques in machining or cutting or welding or fabrication;
 - exercises intermediate CAD/CAM skills in the performance of routine modifications to programs;
 - working on complex or intricate interconnected electrical circuits at a level above C8;
 - working on complex radio/communication equipment.

NOTE: The Post Trade Certificate referred to in this definition is not directly comparable with existing post-trade qualifications and the possession of such qualifications does not itself justify classification of a tradesperson to this level.

(b) Engineering Technician Level III

Engineering Technician Level III means an employee who has the level of training and/or experience of an Engineering Tradesperson - Special Class but is engaged in one of the following areas:

- (i) detail drafting or planning or technical duties requiring judgement and skill in excess of that required of a Technician at C8 under the supervision of Technical Staff; or
- (ii) possesses a level of training and/or experience at C8 level and exercises cross skilling in technical fields as defined.

5.1.9 Wage Group C6 (Advanced Engineering Tradesperson - Level I Engineering Technician Level IV)

(a) Advanced Engineering Tradespersons Level I

- (i) An Advanced Engineering Tradesperson Level I means a:

- Advanced Engineering Tradesperson (electrical/electronic) Level I; or
- Advanced Engineering Tradesperson (mechanical) Level I; or
- Advanced Engineering Tradesperson (fabrication/vehicle building) Level I;

who has completed:

- 12 appropriate modules of an Advanced Certificate; or
- 12 appropriate modules of an Associate Diploma;
- or equivalent accredited training;

or equivalent.

- (ii) An Advanced Engineering Tradesperson Level I works above and beyond a tradesperson at C7 and to the level of their training:
 - undertakes quality control and work organisation at a level higher than for C7;

- provides trade guidance and assistance as part of a work team;
 - assists in the provision of training to employees in conjunction with supervisors/trainers;
 - performs maintenance planning and predictive maintenance work not in technical fields;
 - works under limited supervision either individually or in a team environment;
 - prepares reports of a technical nature on specific tasks or assignments as directed;
 - exercises broad discretion within the scope of this level.
- (iii) The following indicative tasks which an employee at this level may perform are subject to the employee having appropriate Trade and Post Trade Training to enable the employee to perform that particular indicative task:
- working on combinations of machines or equipment which utilises complex electronic, mechanical and fluid power principles;
 - working on instruments which make up a complex control system which utilise some combination of electrical, electronic, mechanical, fluid power principles and electronic circuitry containing complex analogue and/or digital control systems utilising integrated circuitry;
 - applies computer integrated manufacturing techniques involving a higher level of computer operating and programming skills than for C7;
 - working on various forms of machinery and equipment which are electronically controlled by complex digital and/or analogue control systems using integrated circuitry.

(b) Engineering Technician Level IV

An Engineering Technician Level IV means an employee who has the level of training and skills of an Advanced Engineering Tradesperson - Level I or equivalent but is engaged in one of the following areas to the extent of that training:

- (i) detailed drafting involving originality of thought which requires the exercise of judgement and skill in excess of that required of a technician at C7 level under the supervision of Technical and/or Professional Staff; or
- (ii) is engaged in planning or technical duties requiring judgement and skill in excess of that required of a Technician at C7 level under the supervision of Technical and/or Professional Staff; or
- (iii) exercises a level or cross skilling in technical fields as defined.

5.1.10 Wage Group C5 (*Advanced Engineering Tradesperson Level II; Engineering Technician Level V*)

(a) Advanced Engineering Tradesperson Level II

- (i) An Advanced Engineering Tradesperson Level II means a:
 - Advanced Engineering Tradesperson (electrical/electronic) Level II; or
 - Advanced Engineering Tradesperson (mechanical) Level II; or
 - Special Class Engineering Tradesperson (fabrication/vehicle building) Level II;

who has completed:

- an Advanced Certificate; or
- 15 modules or second year part-time of an Associate Diploma;
- or equivalent accredited training;

or equivalent.

- (ii) An Advanced Engineering Tradesperson Level II works above and beyond a Tradesperson at C6 and to the level of their training:
 - provides technical guidance or advice within the scope of this level;
 - prepares reports of a technical nature on specific tasks or assignments as directed or within the scope of discretion at this level;
 - has an overall knowledge and understanding of the operating principle of the systems and equipment on which the tradesperson is required to carry out their task;
 - assists in the provision of on-the-job training in conjunction with supervisors and trainers.
- (iii) The following indicative tasks which an employee at this level may perform are subject to the employee having appropriate Trade and Post Trade Training to enable the employee to perform the particular indicative tasks:
 - through a systems approach able to exercise high level diagnostic skills on complex forms of machinery, equipment and instruments which utilises some combination of electrical, electronic, mechanical or fluid power principles;
 - set up, commission, maintain and operate sophisticated maintenance, production and test equipment and/or systems involving the application of computer operating skills at a higher level than a C6;
 - working on various forms of machinery and equipment electronically controlled by complex digital and/or analogue control systems using integrated circuitry;
 - working on complex electronics or instruments or communications equipment or control systems which utilise electronic principles and electronic circuitry containing complex analogue and/or digital control systems using integrated circuitry.

(b) Engineering Technician Level V

An Engineering Technician Level V has the level of training and/or experience of that of an Advanced Engineering Tradesperson Level II or equivalent but is engaged on one of the following areas:

- (i) undertakes drafting or planning or technical duties which requires the exercise of judgement and skill in excess of that required at the level of C6; or
- (ii) exercise a level of cross skilling in technical fields as defined, consistent with the training and experience at this grade.

5.1.11 *Wage Group C4 (Engineering Associate Level I)*

Engineering Associate Level I means an employee who works above and beyond a Technician at Level C5 and has successfully completed 3rd year part-time of an Associate Diploma or equivalent and is engaged in:

- (a) Making of major design drawings or graphics or performing technical duties in a specific field of engineering, laboratory or scientific practice such as research, design, testing, manufacture, assembly, construction, operation, diagnostics and maintenance of equipment facilities or products, including computer software, quality processes, occupational health and safety and/or standards and plant and material security processes and like work; or
- (b) Planning of operations and/or processes including the estimation of requirements of staffing, material cost and quantities and machinery requirements, purchasing materials or components, scheduling, work study, industrial engineering and/or material handling process.

5.2 Classification or reclassification

The classification or reclassification of employees covered by this Award will be carried out in accordance with the provisions contained in clause 5.4 (Classification/Reclassification) of the Engineering Award - State 2002.

5.3 Wages

5.3.1 The following rates of pay will be paid to employees as per the appropriate classification listed below:

| | Per Week |
|-----|----------|
| | \$ |
| C14 | 651.60 |
| C13 | 668.30 |
| C12 | 692.80 |
| C11 | 713.70 |
| C10 | 743.40 |
| C9 | 764.30 |
| C8 | 785.10 |
| C7 | 806.80 |
| C6 | 847.70 |
| C5 | 868.00 |
| C4 | 887.40 |

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

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

5.3.2 Apprentices

Apprentices employed by the respondent employers will receive the following appropriate percentage of the C10 tradesperson's rate as prescribed above:

| | |
|------------------------|-----|
| First year apprentice | 40% |
| Second year apprentice | 55% |
| Third year apprentice | 75% |
| Fourth year apprentice | 90% |

The above rates of pay will include "dirt money" and any money that may be payable under the "extraordinary conditions" clause provided for in any State award or Determination.

5.4 Special allowances

5.4.1 Engine drivers in charge of boiler and engine etc.

Engine drivers in charge of boiler and engine, or boiler and pump, or boiler, engine and pump, or more than one engine, or more than 2 boilers, will be paid a flat rate of 48.95 cents per hour above the ordinary rate:

Clause 5.4.1 will not apply to engines of 8.95 kilowatts and under, nor to the feed pump of a boiler.

5.4.2 Tool allowance

Tradespersons who are required to supply and use their own tools will be allowed a tool allowance at a flat rate as follows:

| | Flat Rate Per Week |
|-------------------------|--------------------|
| | \$ |
| Motor Mechanic | 20.00 |
| Fitter | 20.00 |
| Refrigeration Mechanic | 20.00 |
| Industrial Plumber | 20.00 |
| Electrician | 20.00 |
| Boilermaker | 20.00 |
| Blacksmiths and Welders | 20.00 |

All precision tools over 30 cm in length, micrometers, verniers, dial indicators and other similar tools and where it is customary, hammers, chisels, spanners, hacksaws and blades, scrapers, files, taps, dies, wrenches, pipe dies, clamps, jacks and tackle and heating appliances etc. will be provided by the employer.

The rates contained in clause 5.4.2 will be amended by movements in the Engineering Award - State 2002.

5.4.3 A flat allowance at the rate of \$13.00 per week will be paid to tradespersons.

5.4.4 *Leading hand*

Employees appointed to the position of leading hand will be paid the following allowances per day, for any work done for any part of the day:

| | |
|-------------------------------------|------|
| | \$ |
| In charge of less than 10 employees | 6.36 |
| In charge of 10 or more employees | 9.67 |

The leading hand rates will be amended by movements in the Engineering Award - State.

5.4.5 *Certificates*

Engine drivers who are required to hold 2 or more Certificates of Competency in order to carry out their functions and duties by the employer will be paid a Certificate's allowance of \$33.40 per week. This allowance will be amended in accordance with movements in the Engineering Award - State.

5.4.6 *Stand-by*

A flat stand-by allowance of 15% of the employee's ordinary daily rate of pay will be paid to employees who are required by their employer to stand-by.

5.5 Occupational superannuation

5.5.1 *Application*

In addition to all other entitlements prescribed by this Award, all eligible employees will be entitled to superannuation contributions paid by the employer, subject to the following provisions of clause 5.5.

5.5.2 *Contributions*

- (a) Every employer will contribute into an approved fund the rate that is applicable under the Superannuation Guarantee Administration Act 1992 at ordinary time earnings per week on behalf of each eligible employee.
- (b) The employer may suspend contributions on behalf of any employee for any period when an employee is absent from work on unpaid leave. However the employer will continue to make contributions to an eligible employee in respect of any period during which an employee is absent from work on Workers' Compensation up to a maximum of 26 weeks.

5.5.3 *Eligibility*

Contributions for an employee will apply provided that the ordinary time earning of the employee exceeds \$450.00 in any month.

5.5.4 *General*

- (a) The employer will remit the contributions to the approved fund on a monthly basis.
- (b) Where the employer agrees, eligible employees may personally make contributions to the approved fund in addition to the employer contributions prescribed in clause 5.5. Where agreed, the employer will, at the employee's written request, make arrangements for such authorised deductions from the employee's pay to be forwarded to the administrators of the approved fund.
- (c) No additional amount will be charged by the employer for the establishment, administration, management, or any other charges in connection with the approved fund.

5.5.5 *Definitions*

- (a) An approved fund means:

- (i) Sunsuper
 - (ii) Superannuation Trust of Australia (STA)
 - (iii) An agreed approved fund into which contributions were being paid as at the date of operation of this Award.
- (b) The employer and employee may agree to have the employee's superannuation contributions made to an approved complying 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 will be made available to relevant persons for the purposes of sections 371 and 373 (time and wage records) of the Act.
 - (iv) Any dispute arising out of this process will be handled in accordance with the grievance and dispute settling procedure as contained in clause 3.1.
- (c) Ordinary time earnings means the gross ordinary pay that an employee receives for the ordinary hours of work performed in the relevant pay period, and will not include any allowances paid in accordance with clause 5.4 of this Award.

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

6.1 Hours - Day workers

- 6.1.1 The ordinary working hours for employees covered by this Award will not exceed 37 hours in any one week or 74 hours in any 2 week period, or 7 hours 24 minutes (7.4 hours) on any one day unless otherwise mutually agreed between the parties. Where mutual agreement exists between the employee and the employer, an employee may work up to 10 ordinary hours per day.
- 6.1.2 The ordinary hours of work may be worked on any day of the week Monday to Sunday inclusive. Such hours are to be worked on any 4 or 5 consecutive days, and except where otherwise provided or mutually agreed upon, between the hours of 6.00 a.m. and 6.00 p.m.
- The ordinary starting and finishing times of an individual employee or a group of employees may be staggered, provided that there is agreement between the employer and the employee or the majority of employees of the group, as the case may be.
- 6.1.3 Should any employer be unable to obtain sufficient employees to work the spread, Monday to Sunday, then discussions will be held between an official of the appropriate Union, where appropriate, and the employer in an endeavour to resolve the problems.
- 6.1.4 A week is defined in clause 6.1 as meaning a period of 4 or 5 consecutive days in any 7 day period, Monday to Sunday, inclusive.
- 6.1.5 Ordinary hours performed on a Saturday or Sunday in the above circumstances will attract overtime rates in accordance with clauses 6.4.5 and 6.4.6.
- 6.1.6 Employees who are engaged on a Tuesday to Saturday or Wednesday to Sunday work basis, may be transferred to a Monday to Friday basis, upon the giving by the employer of a one week's notice of such change to such employees. The converse work basis and notice would also apply to those employees engaged on a Monday to Friday work basis.

6.2 Hours - Shift workers

- 6.2.1 The ordinary hours of a shift worker may be worked on Monday to Sunday inclusive.
- 6.2.2 Shifts may be worked to whatever extent is necessary to cope with the work and other than in the case of continuous shift workers, may be worked on a one, 2 or 3 shift system.
- 6.2.3 The ordinary hours of work for shift workers, covered by this Award will not exceed 7.4 hours in any one shift or 37 hours in any one week, unless otherwise agreed by the employer and the employee(s) concerned.

The ordinary hours of work referred to above may be exceeded in any one week or weeks subject to the total ordinary hours worked during any roster period not exceeding that number of hours ascertained by multiplying the number of weeks in the roster period by 37 and may be worked according to a roster agreed upon by the employer and the employee to suit the needs and circumstances of each establishment.

Furthermore the first shift of the week may commence on a Sunday at or after 11.00 p.m. and any time worked between 11.00 p.m. Sunday and midnight Sunday will be regarded as time worked on Monday. Shift and continuous workers will be allowed 30 minutes for crib without loss of pay to be taken in such manner as not to interfere with the continuity of work in the establishment.

6.2.4 Provided a period of 8 hours has elapsed from the time employees cease work on their previous day, any day worker may be called upon to do shift work and work thereafter the usual hours for shift work. In addition any shift worker may be transferred to day work and work thereafter the usual hours for day workers and the hours worked will be considered their ordinary working hours and overtime rates will not be payable therefor.

6.2.5 The ordinary working hours and starting and finishing times of shift and continuous shift workers may be worked according to a roster to be agreed upon between the employer and the representative of the employees, where appropriate, in any particular establishment.

6.2.6 For the purposes of this Award:

"Continuous Shift Work" will mean work that is continuous for 24 hours per day for an unbroken period exceeding one week involving relays of employees working successive shifts. Such work may be arranged to allow for the rotation of shifts.

"Shift Work" will mean all other forms of work arrangements other than as provided in clause 6.1 for day workers.

6.2.7 No afternoon or night shift will be recognised as such unless the employee works not less than one week according to the relevant roster.

6.3 Shift allowances

6.3.1 For the purpose of clause 6.3, shifts may be of 3 classes namely day shift, afternoon shift and night shift.

- "Day shift" means a shift starting at or after 6.00 a.m. and at or before 10.00 a.m.
- "Afternoon shift" means a shift finishing after 6.00 p.m. and at or before midnight.
- "Night shift" means a shift finishing after midnight and at or before 12.00 noon.

6.3.2 An employee on afternoon shift will be paid the ordinary hourly rate for the classification in which the employee is employed under this Award, plus an allowance of 15% per shift.

6.3.3 An employee on night shift will be paid the ordinary hourly rate for the classification in which the employee is employed under this Award, plus an allowance of 20% per shift.

6.3.4 Shift allowances will not be taken into account for the purpose of calculating overtime.

6.3.5 All work performed on their ordinary shifts by continuous shift workers between midnight Friday and midnight Saturday will be paid at the rate of time and a-half and between midnight Saturday and midnight Sunday will be paid at the rate of double time.

6.4 Overtime

6.4.1 All time worked outside the ordinary working hours prescribed by clauses 6.1 and 6.2 of this Award on any day will be deemed to be overtime.

6.4.2 All overtime except as provided below, will be paid for at one and a-half times the ordinary rate for the first 3 hours and double time thereafter.

6.4.3 All overtime worked by shift workers, except as provided below, will be paid for at double time. Shift allowances will not be considered for the purpose of calculating overtime.

Example - Employee on afternoon shift works one hour overtime (Hourly rate = \$14.00)

| | | |
|------------------|----------------|----------|
| Ordinary Hours: | 7.4 x \$14.00 | \$103.60 |
| Shift Allowance: | \$103.60 x 15% | \$15.54 |

| | | |
|-----------|------------------|----------|
| Overtime: | 1 x 2T x \$14.00 | \$28.00 |
| TOTAL | | \$147.14 |

6.4.4 The number of ordinary working hours for afternoon or night shift workers will be the same as is provided in this Award for day workers, and any time worked in excess of such ordinary working hours by afternoon or night shift workers will be paid for as overtime at the rate of double time.

6.4.5 If employees (other than shift workers) are called upon to work overtime commencing on Saturday, they will be paid at one and a-half times the ordinary rate for the first 3 hours and double time thereafter, with a minimum period of 3 hours work or payment therefor:

Where employees are required to work between midnight and 6.00 a.m. they will be paid at the rate of double time for all times so worked up to the ordinary starting time.

6.4.6 An employee who is required to work on Sunday will be paid the rate of double time for such work with a minimum period of 4 hours' work or payment. Except in the case of a shift worker whose shift commences or ceases on Sunday the 4 hour minimum will not apply.

6.4.7 An employee will work reasonable overtime as required by their employer.

6.4.8 *Fatigue break*

(a) An employee who works so much overtime:

(i) Between the termination of the employee's ordinary work day or shift, and the commencement of the employee's ordinary work in the next day or shift that the employee has not had at least 10 consecutive hours off duty between these times;

(ii) Or on Saturdays, Sundays and holidays, not being ordinary working days or on a rostered day off, without having had 10 consecutive hours off duty in the 24 hours preceding the ordinary commencing time on the employee's next ordinary day or shift, will, subject to clause 6.4.8 be released after completion of such overtime until the employee has had 10 hours off duty without loss of pay for ordinary working time occurring during such absence;

(b) If on the instruction of the employer such an employee resumes or continues work without having had such 10 consecutive hours off duty, then the employee will be paid double time rates until released from duty for such period and will 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.

(c) Clause 6.4.8 will apply in the case of shift workers as if 8 hours were substituted for 10 hours when overtime is worked:

(i) For the purpose of changing shift rosters; or

(ii) Where a shift worker does not report for duty and a day worker or a shift worker is required to replace such shift worker; or

(iii) Where a shift is worked by arrangement between the employees themselves.

6.5 Call back

An employee recalled to work overtime after leaving the employer's business premises, whether notified before or after leaving the premises, will be paid for a minimum of 4 hours' work at the appropriate rate for each time so recalled. In the case of unforeseen circumstances arising the employee will not be required to work the full 4 hours, if the job such employee was recalled to perform is completed within a shorter period; provided that where an employee on call back performs more than 4 hours actual work on each recall, payment will be at the appropriate rate for all time from home to return. Clause 6.5 will not apply in cases where it is customary for an employee to return to the employer's premises to perform a specific job outside such employee's ordinary working hours or where the overtime is continuous (subject to a reasonable meal break) with the completion or commencement of ordinary working time.

Overtime worked in the circumstances specified in clause 6.5 will not be regarded as overtime for the purpose of clause 6.4.8 of this Award when the actual time worked is less than 3 hours on such recall or on each of such recalls.

6.6 Meal periods

6.6.1 Unless otherwise provided in this Award all employees will be allowed time for a meal not later than 5 hours after their ordinary starting time each day provided that the time allowed for such meal will not be less than one-half hour. Such meal times are not included in an employee's ordinary hours of work.

- 6.6.2 An employee who is required to work overtime for more than one hour after the normal ceasing time will be allowed 30 minutes for a crib after the first hour worked, without deduction of pay. Where an employee does not receive notice on the previous day to work such overtime, the employee will be paid a meal allowance of \$9.60 or be provided with a meal by the employer. If such employee continues to so work such employee will be allowed an additional meal or \$9.60 in lieu thereof for each completed 4 hours after the first hour.
- 6.6.3 Once a meal time has been fixed the meal time will not be changed unless by agreement between the employer and the employee.
- 6.6.4 During all overtime worked and emergency work on public holidays a 30 minute paid crib will be given after each 4 hours worked.
- 6.6.5 Meal hours or portion of meal hours worked will be paid at the rate of double time. When a meal hour is worked there will be a break of 30 minutes as soon as possible thereafter for crib for which no deduction will be made.

6.7 Rest pauses

Where practicable, every employee covered by this Award will be entitled to a rest pause of 15 minutes' duration in the employer's time in the first and second half of the employee's daily work. Rest pauses are to be taken at times that will not interfere with the continuity of work where continuity is essential.

PART 7 - LEAVE OF ABSENCE AND PUBLIC HOLIDAYS

7.1 Annual leave

7.1.1 An employee (other than a casual employee) covered by this Award will at the end of each year of employment be entitled to annual leave on full pay as follows:

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

7.1.2 Annual leave will be exclusive of any public holiday, which may occur during the period of annual leave, and (subject to clause 7.1.6) will be paid for by the employer in advance.

7.1.3 When taking annual leave employees are to be paid at the rate they are paid immediately prior to taking annual leave. If that rate is in excess of the amount prescribed in this Award, the employee is to be paid at the higher rate.

7.1.4 If the employment of an employee is terminated at the expiration of a full year of employment, the employer will be deemed to have given the holiday to the employee from the date of the termination of the employment and will forthwith pay to the employee in addition to all other amounts due, payment calculated in accordance with clause 7.1.6, for 4 or 5 weeks, as the case may be and also ordinary pay for any public holiday occurring during such period of 4 or 5 weeks.

7.1.5 If the employment of any employee is terminated before the expiration of a full year of employment, such employee will be paid in addition to all other amounts due, an amount equal to 5/47th of the pay for the period of employment, if such employee is an employee to whom clause 7.1.1(a) applies, and 4/48th of the pay for the period of employment if such employee is an employee to whom clause 7.1.1(b) applies, calculated in accordance with clause 7.1.6.

7.1.6 Calculation of payment for annual leave

Payment for annual leave, including any proportionate payments, will be calculated as follows:

- (a) Shift Workers - Subject to clause 7.1.6(c) the rate of pay to be paid to a shift worker will be the rate payable for work in ordinary time according to the employee's roster or projected roster, including Saturday, Sunday or holiday shifts.
- (b) Leading hands etc. - Subject to clause 7.1.6(c) leading hands allowances and amounts of a like nature otherwise payable for ordinary time worked will be included in the wages to be paid to employees during annual leave.
- (c) All employees - Subject to clause 7.1.6(d), in no case will the payment by an employer to an employee be less than the sum of the following amounts:

- (i) The employee's ordinary rate of pay as prescribed by the Award for the period of the annual leave (excluding shift premiums and weekend penalty rates);
- (ii) Leading hand allowances;
- (iii) Tool allowance;
- (iv) A further amount calculated at the rate of 17.5% of the amounts referred to in clauses 7.1.6(c)(i) and 7.1.6(c)(ii.)

(d) The provisions of clause 7.1.6(c) will not apply to the following:

- (i) Any period or periods of annual leave exceeding:
 - 5 weeks in the case of an employee employed in a calling where 3 shifts per day are worked over a period of 7 days per week; or
 - 4 weeks in any other case.
- (ii) Employees who are receiving an annual leave bonus, loading or other annual leave payment which is not less favourable.

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

7.1.8 It will not be lawful for the employer to give or for any employee to receive the payment in lieu of annual leave.

7.1.9 If a holiday mentioned in clause 7.6 falls on a day on which a shift worker or continuous worker is rostered off the employee will have an extra day added to their annual leave.

7.1.10 If an employee suffered personal illness for a period of 5 days or more whilst on annual leave, such employee will be entitled to have the sick leave entitlement debited and annual leave entitlement credited to the extent of that period, provided that:

- (a) The employee concerned provides the employer satisfactory proof of such illness and the period thereof;
- (b) The employee has sufficient sick leave entitlement to the employee's credit.

Such further period of annual leave, arising out of the above, may be taken at such time as the employer and employee so agree.

7.2 Sick leave

7.2.1 Entitlement

- (a) Every employee, except casuals, and school based apprentices and trainees, will accrue sick pay at the rate of 0.0307 hours per ordinary hour worked
- (b) In the case of an employee who has completed 4 or more year's service with the employer, the employee will accrue sick pay at the rate of 0.0384 hours per ordinary hour worked.
- (c) Payment for sick leave will be made based on the ordinary number of hours that would have been worked if the employee were not absent on sick leave.
- (d) Sick leave may be taken for part of a day.
- (e) Sick leave will be cumulative, but unless the employer and employee otherwise agree, no employee will be entitled to receive, and no employer will be bound to make, payment for more than 13 weeks' absence from work through illness in any one year.

7.2.2 Employee must give notice

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

7.2.3 Evidence supporting a claim

When the employee's absence is for more than 2 days the employee is required to give the employer a doctor's certificate, or other evidence to the employer's satisfaction, about the nature and approximate duration of the illness.

7.2.4 Accumulated sick leave

An employee's accumulated sick leave entitlements are preserved when:

- (a) The employee is absent from work on unpaid leave granted by the employer;
- (b) The employer or employee terminates the employee's employment and the employee is re-employed within 3 months;
- (c) The employee's employment is terminated because of illness or injury and the employee is re-employed by the same employer without having been employed in the interim.

The employees accumulate 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 All employees who have attained at least 5 years' continuous service as a qualifying period with the one and same employer, and such employee dies, retires, or is terminated by the employer, for any reason other than serious misconduct, then the employer shall pay to the employee any sick leave credits accumulated by the employee, up to a maximum payment of 40 days.

7.2.7 All payments made under clause 7.2.6 shall be based on the employee's current rate of pay pertaining at the time of death, retirement or termination of employment by the employer for any reason other than serious misconduct, as the case may be.

7.3 Bereavement leave

7.3.1 Full-time and part-time employees

Full-time and part-time employees shall, on the death of a member of their immediate family or household in Australia, be entitled to paid bereavement leave up to and including the day of the funeral of such person. Such leave shall be without deduction of pay for a period not exceeding the number of hours worked by the employee in 2 ordinary days of work. Proof of such death is to be furnished by the employee to the satisfaction of the employer.

7.3.2 Long-term casual employees

- (a) A long-term casual employee is entitled to at least 2 days unpaid bereavement leave on the death of a member of the person's immediate family or household in Australia.
- (b) A "long-term casual employee" is a casual employee engaged by a particular employer, on a regular and systematic basis, for several periods of employment during a period of at least 1 year immediately before the employee seeks to access an entitlement under clause 7.3.2.

7.3.3 "Immediate family" includes:

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

7.3.4 Unpaid leave

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

7.4 Long service leave

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

7.5 Family leave

The provisions of the Family Leave Award apply to and are deemed to form part of this Award.

7.5.1 It is to be noted that:

- (a) part-time work can be performed by agreement in the circumstances specified in the Family Leave Award;
- (b) a copy of the Family Leave Award is required to be displayed in accordance with section 697 of the Act.

7.5.2 The Family Leave Award also provides for the terms and conditions of leave associated with:

- (a) Maternity leave
- (b) Parental leave
- (c) Adoption leave
- (d) Special responsibility leave for the care and support of the employee's immediate family or household.

7.6 Public holidays

7.6.1 Employees, other than casuals, will be entitled to the following holidays without loss of pay:

- 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

All work performed by any employee on any of the days mentioned at clause 7.6.1 shall be paid for at the rate of double time and a-half, with a minimum period of 4 hours work or payment therefor.

7.6.2 At the employer's discretion the Australasian Meat Industry Employees' Queensland Branch Union Picnic Day will be observed as a holiday in lieu of the birthday of the Sovereign.

7.6.3 *Labour Day*

All employees covered by this Award are entitled to be paid a full day's wage for Labour Day (the first Monday in May or other day appointed under the *Holidays Act 1983*, to be kept in place of that holiday) irrespective of the fact that no work may be performed on such day, and if any employee concerned actually works on Labour Day, such employee will be paid a full day's wage for that day and in addition a payment for the time actually worked by the employee at one and a-half times the ordinary time rate of pay prescribed for such work with a minimum of 4 hours.

7.6.4 *Annual show*

All work done by employees in a district specified from time to time by the Minister by notification published in the *Industrial Gazette* on the day appointed under the *Holidays Act 1983*, to be kept as a holiday in relation to the annual agricultural, horticultural or industrial show held at the principal city or town, as specified in such notification of such district will be paid for at the rate of double time and a-half with a minimum of 4 hours.

In a district in which a holiday is not appointed for an annual agricultural, horticultural or industrial show, the employee and employer must agree on an ordinary working day that is to be treated as a show holiday for all purposes.

7.6.5 *Double time and a-half*

For the purposes of clause 7.6 "double time and a-half" means one and a-half day's wages in addition to the employee's ordinary time rate of pay or *pro rata* if there is more or less than a day.

7.6.6 *Stand down*

Any employee, with 2 weeks or more of continuous service, whose employment has been terminated by the employer or who has been stood down by the employer during the month of December, and who is re-employed before the end of the month of January of the following year, shall be entitled to payment at the ordinary rate payable to that employee

when they were dismissed or stood down, for any one or more of the following holidays, namely, Christmas Day, Boxing Day and the 1st January (New Year's Day).

7.6.7 All time worked on any of the above holidays outside the ordinary starting and ceasing times prescribed by this Award, will be paid for at the ordinary overtime rate prescribed by this Award.

7.6.8 An employee who is required by the employer to work on any of the above holidays and who fails to do so, will not be entitled to payment for such holiday, unless such employee provides the employer with a satisfactory reason for failure to carry out the request of the employer.

7.7 Jury service

(a) An employee, other than a casual employee, required to attend for jury service during their ordinary working hours shall be reimbursed by the employer an amount equal to the difference between the amount paid in respect of their attendance for such jury service and the ordinary pay the employee would have been paid if the employee was not absent on jury service.

(b) Alternatively, by agreement, fees (other than meal allowance) received by the employee to attend jury service will be paid to the employer and the employer will continue to pay the employee their ordinary pay for the time the employee was absent on jury service.

(c) Employees shall notify their employer as soon as practicable of the date upon which they are required to attend for jury service and shall provide their employer with proof of such attendance, the duration of such attendance and the amount received in respect thereof.

(d) If the employee is not required to serve on a jury for a day or part of a day after attending for jury service and the employee would ordinarily be working for all or part of the remaining day, the employee must, if practicable, present for work at the earliest reasonable opportunity.

(e) "Ordinary pay" means the rate of pay that an employee would normally expect to receive for working ordinary hours on an ordinary day of the week, including any over-award payment. "Ordinary pay" excludes overtime, penalty rates of all types - including those attaching to working ordinary hours (for example) on a Saturday, disability allowances, shift allowances, special rates, fares and travelling time allowances, bonuses and other ancillary payments of a like nature.

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

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

PART 9 - TRAINING AND RELATED MATTERS

9.1 Training

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

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

(b) providing employees with career opportunities through appropriate training to acquire additional skills; and

(c) removing barriers to the use of skills acquired.

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

10.1 Clothing

The employer will supply and launder the work clothes of an employee subject to the following conditions:

10.1.1 The clothing will remain the property of the employer.

10.1.2 If an employee fails to take reasonable care or fails to return such clothing, the employer may recover from the employee concerned the value of such clothing or may deduct the value of such clothing from any monies payable to such employee.

10.1.3 Work clothes will be defined as overalls or work shirts and work trousers.

10.2 Safety boots

The employer will provide safety boots to an employee and such boots will be replaced as required, provided the employer is satisfied the boots have sustained fair wear and tear.

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

11.1.2 *Entry procedure*

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

11.1.3 *Inspection of records*

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

11.1.4 *Discussions with employees*

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

- (a) matters under the Act during working or non-working time; and

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

11.1.5 *Conduct*

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

11.2 Time and wages record

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

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

11.2.2 The time and wages record must also contain:

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

11.2.3 The employer must keep the record for 6 years.

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

11.3 Union encouragement

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 an organisation of employees that has the right to represent the industrial interests of the employees concerned.

11.3.1 *Documentation to be provided by employer*

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

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

11.3.2 *Union delegates*

Union delegates and job representatives have a role to play within a workplace. The existence of accredited Union delegates and/or job representatives is encouraged.

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

11.3.3 *Deduction of union fees*

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

11.4 Award posting

A true copy of this Award is to be exhibited in a conspicuous and convenient place on the premises of the employer so that it is easily accessible to employees.

Dated 6 November 2002.

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

Operative Date: 23 December 2002