

QUEENSLAND INDUSTRIAL RELATIONS COMMISSION

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

**NESTLE AUSTRALIA LTD - GYMPIE  
FACTORY EMPLOYEES AWARD 2003**

Pursuant to s. 698 of the *Industrial Relations Act 1999* Nestle Australia Ltd. - Gympie Factory Employees Award 2003 with all amendments as at 10 December 2009, is hereby reprinted.

I hereby certify that the Award contained herein is a true and correct copy of the Nestle Australia Ltd. - Gympie Factory Employees Award 2003 as at 10 December 2009.

Dated 10 December 2009.

G.D. Savill  
Industrial Registrar

**NESTLE AUSTRALIA LTD - GYMPIE  
FACTORY EMPLOYEES AWARD 2003**

**PART 1 - APPLICATION AND OPERATION**

**1.1 Title**

This Award is known as the Nestle Australia Ltd. - Gympie Factory Employees Award 2003.

**1.2 Arrangement**

Subject Matter	Clause No.
<b>PART 1 - APPLICATION AND OPERATION</b>	
Title	1.1
Arrangement	1.2
Date of operation	1.3
Award coverage	1.4
Definitions	1.5
Area of operation	1.6
Parties bound	1.7
<b>PART 2 - FLEXIBILITY</b>	
Enterprise flexibility	2.1
<b>PART 3 - COMMUNICATION, CONSULTATION AND DISPUTE RESOLUTION</b>	
Grievance and dispute settling procedures	3.1
<b>PART 4 - EMPLOYER AND EMPLOYEE'S DUTIES, EMPLOYMENT RELATIONSHIP AND RELATED ARRANGEMENTS</b>	
Employment categories	4.1
Payment of wages	4.2
Draft grades structure trial	4.3
Revised classification structure	4.4
Facilitative provisions procedure	4.5
Anti-discrimination	4.6
Termination of employment	4.7
Introduction of changes	4.8
Redundancy	4.9

Subject Matter	Clause No.
Trainees	4.10
Continuity of service - transfer of calling	4.11
 <b>PART 5 - WAGES AND WAGE RELATED MATTERS</b>	
Definitions of classifications	5.1
Wages	5.2
Juniors employees	5.3
 <b>PART 6 - HOURS OF WORK, BREAKS, OVERTIME, SHIFT WORK, WEEK-END WORK</b>	
Hours of work	6.1
Shift work	6.2
Overtime	6.3
Rest pauses	6.4
 <b>PART 7 - LEAVE OF ABSENCE AND PUBLIC HOLIDAYS</b>	
Annual leave	7.1
Sick leave	7.2
Bereavement leave	7.3
Long service leave	7.4
Family leave	7.5
Public holidays	7.6
Jury service	7.7
 <b>PART 8 - TRANSFERS, TRAVELLING AND WORKING AWAY FROM USUAL PLACE OF WORK</b>	
Employees becoming ill	8.1
 <b>PART 9 - TRAINING AND RELATED MATTERS</b>	
Commitment to training	9.1
Training	9.2
 <b>PART 10 - OCCUPATIONAL HEALTH AND SAFETY MATTERS, EQUIPMENT, TOOLS AND AMENITIES</b>	
First-aid kits	10.1
Garments to be laundered	10.2
Rubber Boots	10.3
 <b>PART 11 - AWARD COMPLIANCE AND UNION RELATED MATTERS</b>	
Right of entry	11.1
Time and wages record	11.2
Union encouragement	11.3

### **1.3 Date of operation**

This Award takes effect from 13 October 2003.

### **1.4 Coverage**

This Award applies to Nestle Australia Ltd., and its employees employed at, or in connection with or incidental to its factory at Gympie.

### **1.5 Definitions**

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

1.5.2 "Commission" means the Queensland Industrial Relations Commission.

1.5.3 "Day Worker" means whose nominated ordinary hours of work are usually performed between 6.00 a.m. and 6.00 p.m. Monday to Friday inclusive.

1.5.4 "5 Day Shift Worker" means whose rostered ordinary hours of work are performed at any time Monday to

Friday.

- 1.5.5 "5 Day Continuous Shift Worker" means whose work is carried out on consecutive shifts throughout the 24 hours of each day, Monday to Friday inclusive, without interruptions, except during breakdowns or meal breaks, or due to unavoidable causes beyond the control of the company.
- 1.5.6 "7 Day Shift Worker" means whose rostered ordinary hours of work are performed at any time of any day of the week.
- 1.5.7 "7 Day Continuous Worker" means whose work is carried on with consecutive shifts throughout the 24 hours of each day, Monday to Sunday inclusive, without interruptions, except during break downs or meal breaks, or due to unavoidable causes beyond the control of the company.
- 1.5.8 "Shift Worker" means employee other than a Day Worker whose ordinary hours are worked on any day of the week.
- 1.5.9 "Trainee" means employee undertaking a management approved training program prior to undertaking responsibilities in line with an appropriate higher classification, eg an employee undertaking a "traineeship" by the State Training Board.
- 1.5.10 "12 Hour Shift Worker" means one who is rostered to work 12 hours for each shift and apply any pay averaging arrangements and items as agreed in clause 6.2.4 (Implementation of 12 Hour Shifts)
- 1.5.11 "Union" means The Australian Workers' Union of Employees, Queensland.

## **1.6 Area of operation**

For the purposes of this Award, the Divisions and Districts shall be as follows:

### **1.6.1 *Southern Division - Eastern District***

That portion of the Southern Division along or east of a line commencing at the junction of the southern border of the State with 150 degrees of east longitude; then by that meridian of longitude due north to 25 degrees of south latitude; then by that parallel of latitude due west to 147 degrees of east longitude; then by that meridian of longitude due north to 22 degrees, 30 minutes of south latitude, then by that parallel of latitude east to the junction of the sea-coast.

## **1.7 Parties bound**

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

## **PART 2 - FLEXIBILITY**

### **2.1 Enterprise flexibility**

- 2.1.1 As part of a process of improvement in productivity and efficiency, discussion should take place at each enterprise to provide more flexible working arrangements, improvement in the quality of working life, enhancement of skills, training and job satisfaction and to encourage consultative mechanisms across the workplace.
- 2.1.2 The consultative processes established in an enterprise in accordance with clause 2.1 may provide an appropriate mechanism for consideration of matters relevant to clause 2.1.1. Union delegates at the place of work may be involved in such discussions.
- 2.1.3 Any proposed genuine agreement reached between an employer and employee/s in an enterprise is contingent upon the agreement being submitted to the Commission in accordance with Chapter 6 of the Act and is to have no force or effect until approval is given.

## **PART 3 - COMMUNICATION, CONSULTATION AND DISPUTE RESOLUTION**

### **3.1 Grievance and dispute settling procedure**

The matters to be dealt with in this procedure shall include all grievances or disputes between an employee and an employer in respect to any industrial matter and all other matters that the parties agree on and are specified herein. Such procedures shall apply to a single employee or to any number of employees.

- 3.1.1 In the event of an employee having a grievance or dispute the employee shall in the first instance attempt to resolve the matter with the immediate supervisor, who shall respond to such request as soon as reasonably

practicable under the circumstances. Where the dispute concerns alleged actions of the immediate supervisor the employee/s may bypass this level in the procedure.

- 3.1.2 If the grievance or dispute is not resolved under clause 3.1.1, the employee or the employee's representative may refer the matter to the next higher level of management for discussion. Such discussion should, if possible, take place within 24 hours after the request by the employee or the employee's representative.
- 3.1.3 If the grievance involves allegations of unlawful discrimination by a supervisor the employee may commence the grievance resolution process by reporting the allegations to the next level of management beyond that of the supervisor concerned. If there is no level of management beyond that involved in the allegation the employee may proceed directly to the process outlined at clause 3.1.5.
- 3.1.4 If the grievance or dispute is still unresolved after discussions mentioned in clause 3.1.2, the matter shall, in the case of a member of a Union, be reported to the relevant officer of that Union and the senior management of the employer or the employer's nominated industrial representative. An employee who is not a member of the Union may report the grievance or dispute to senior management or the nominated industrial representative. This should occur as soon as it is evident that discussions under clause 3.1.2 will not result in resolution of the dispute.
- 3.1.5 If, after discussion between the parties, or their nominees mentioned in clause 3.1.4, the dispute remains unresolved after the parties have genuinely attempted to achieve a settlement thereof, then notification of the existence of the dispute is to be given to the Commission in accordance with the provisions of the Act.
- 3.1.6 Whilst all of the above procedure is being followed, normal work shall continue except in the case of a genuine safety issue.
- 3.1.7 The *status quo* existing before the emergence of the grievance or dispute is to continue whilst the above procedure is being followed.
- 3.1.8 All parties to the dispute shall give due consideration to matters raised or any suggestion or recommendation made by the Commission with a view to the prompt settlement of the dispute.
- 3.1.9 Any Order or Decision of the Commission (subject to the parties' right of appeal under the Act) will be final and binding on all parties to the dispute.
- 3.1.10 Discussions at any stage of the procedure shall not be unreasonably delayed by any party, subject to acceptance that some matters may be of such complexity or importance that it may take a reasonable period of time for the appropriate response to be made. If genuine discussions are unreasonably delayed or hindered, it shall be open to any party to give notification of the dispute in accordance with the provisions of the Act.

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

### **4.1 Employment categories**

- 4.1.1 Employees covered by this Award shall be advised in writing of their employment category upon appointment.

Employment categories are:

- (a) full-time;
- (b) part-time (as defined); or
- (c) casual (as defined).

### **4.2 Payment of wages**

- 4.2.1 Payment of wages shall be made weekly in the employer's time, not later than Friday, unless otherwise mutually agreed upon by the majority of employees and the employer.
- 4.2.2 When an employee is discharged or leaves their employment the employee shall be paid their wages as soon as practicable, and, in any case, within 24 hours after making application for same, except where a bank holiday or Sunday intervenes, and if the employee is not so paid the employee shall for such time as shall elapse between their discharge and their payment, be paid at their ordinary rate of wages.
- 4.2.3 Each employee shall be supplied with a statement setting out the total amount earned at ordinary rates, and any additional amounts together with particulars of items for which deductions have been made.

### **4.3 Draft grades structure trial**

No provisions inserted in the Award relevant to this clause.

### **4.4 Revised classification structure**

The parties to the Award are committed to revising the classification structure for a compatible and career-orientated grading system that implements broad-banding and skills acquisition based on the requirements of the Coffee Industry.

### **4.5 Facilitative provisions procedure**

4.5.1 Facilitative Award provision such as: hours of work - day/shift, meal breaks, 10 ordinary hours, staggered starting and finishing times, spread of hours, working outside 6.00 a.m.-6.00 p.m., and payment of wages, can be negotiated between management and employees who are directly affected by such proposals.

Employees may be represented by the local Union delegate/s and shall have the right to be represented by the local Union official/s.

4.5.2 Facilitative Award provisions can only be implemented by agreement.

4.5.3 Facilitative Award provisions cannot be imposed by employers onto employees or *vice versa*.

4.5.4 Agreement is defined as obtaining consent of greater than 50% of employees directly affected.

4.5.5 All employees directly affected must be consulted as a group regarding the proposal, before any agreement can be reached.

4.5.6 Any agreement reached must be documented, and must incorporate a review period. A copy of the Agreement must be forwarded to the relevant Union delegate/s and state official/s.

### **4.6 Anti-discrimination**

4.6.1 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 varied 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 the above attributes;

(b) sexual harassment; and

(c) racial and religious vilification.

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

4.6.3 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.

4.6.4 Nothing in 4.6 is to be taken to affect:

(a) any different treatment (or treatment having different outcomes) which is specifically exempted under the *Anti-Discrimination Act 1991*; or

(b) an employee, employer or registered organisation, pursuing matters of discrimination, including by application to the Human Rights and Equal Opportunity Commission/Anti-Discrimination Commission Queensland.

### **4.7 Termination of employment**

#### *4.7.1 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.

#### *4.7.2 Termination by employer*

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

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

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

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

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

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

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

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

#### 4.7.3 *Notice of termination by employee*

The notice of termination required to be given by full-time or part-time employee shall be one week. If an employee fails to give notice, the employer shall have the right to withhold monies due to the employee with a maximum amount equal to the amount the employee would have received under clause 4.7.2(d) for a period of notice of one week.

#### 4.7.4 *Time off during notice period*

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

### **4.8 Introduction of changes**

#### 4.8.1 *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.

#### 4.8.2 *Employer's duty to consult over change*

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

- (b) The consultation must occur as soon as practicable after making the decision referred to in clause 4.8.1.
- (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.

## **4.9 Redundancy**

### *4.9.1 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 4.9.1(a) and shall cover the reasons for the proposed terminations, measures to avoid or minimise the terminations and/or their adverse effects on the employees concerned.
- (c) For the purpose of the consultation the employer shall, as soon as practicable, provide in writing to the employees concerned and, where relevant, their Union or Unions, all relevant information about the proposed terminations including the reasons for the proposed terminations, the number and categories of employees likely to be affected, the number of workers normally employed and the period over which the terminations are likely to be carried out:

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

### *4.9.2 Transfer to lower paid duties*

- (a) Where an employee is transferred to lower paid duties for reasons set out in clause 4.9.1 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 4.7.
- (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.

### *4.9.3 Transmission of business*

- (a) Where a business is, whether before or after the date of insertion of this clause in the Award transmitted from an employer (transmittor) to another employer (transmittee), and an employee who at the time of such transmission was an employee of the transmittor of the business, becomes an employee of the transmittee:
  - (i) the continuity of the employment of the employee shall be deemed not to have been broken by reason of such transmission; and
  - (ii) the period of employment which the employee has had with the transmittor or any prior transmittor shall be deemed to be service of the employee with the transmittee.
- (b) In clause 4.9.3, '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.

### *4.9.4 Time off during notice period*

- (a) Where a decision has been made to terminate an employee in the circumstances outlined in clause 4.9.1, 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.

#### 4.9.5 *Notice to Centrelink*

Where a decision has been made to terminate employees in the circumstances outlined in clause 4.9.1, 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.

#### 4.9.6 *Severance pay*

- (a) In addition to the period of notice prescribed for ordinary termination in clause 4.7.2(a), and subject to further order of the Commission, an employee whose employment is terminated for reasons set out in clause 4.9.1(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.

#### 4.9.7 *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.

#### 4.9.8 *Employee leaving during notice*

An employee whose employment is terminated for reasons set out in clause 4.9.1(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.

#### 4.9.9 *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.

#### 4.9.10 *Employees with less than one year's service*

Clause 4.9 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.

#### 4.9.11 *Employees exempted*

Clause 4.9 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.

#### 4.9.12 *Employers exempted*

(a) Subject to an order of the Commission, in a particular redundancy case, clause 4.9 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.

#### 4.9.13 *Exemption where transmission of business*

(a) The provisions of clause 4.9.6 are not applicable where a business is before or after the date of the insertion of this clause into the Award, transmitted from an employer (transmittor) to another employer (transmittee), in any of the following circumstances:

- (i) where the employee accepts employment with the transmittee which recognises the period of continuous service which the employee had with the transmittor, and any prior transmittor, to be continuous service of the employee with the transmittee; or
- (ii) where the employee rejects an offer of employment with the transmittee:
  - (A) in which the terms and conditions are substantially similar and no less favourable, considered on an overall basis, than the terms and conditions applicable to the employee at the time of ceasing employment with the transmittor; and
  - (B) which recognises the period of continuous service which the employee had with the transmittor and any prior transmittor to be continuous service of the employee with the transmittee.

(b) The Commission may amend clause 4.9.13(a)(ii) if it is satisfied that it would operate unfairly in a particular case, or in the instance of contrived arrangements.

#### 4.9.14 *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.

### **4.10 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)*.

### **4.11 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 Definitions of classifications**

5.1.1 *Grade 1* - is an employee at entry level who is undertaking the induction required to train to become a competent, skilled, coffee manufacturing worker on a process and has completed the accredited vocational education and training provided by the employer as prescribed by the Training Manual.

The employee has the appropriate attitude and demonstrated capacity to undertake training.

Grade 1 - 78% skill level of Grade 6.

5.1.2 *Grade 2* - is an employee in training to become a competent, skilled, autonomous worker with relevant coffee manufacturing experience who has successfully completed the induction and met all requirements to enter Grade 2 or has completed a course of accredited equivalent vocational education and training provided by the employer as prescribed by the Training Manual.

The employee has the appropriate qualifications, skills, training and demonstrated capacity for self-directed application required at this level.

An employee at this level performs routine, predictable, repetitive proceduralised tasks under supervision involving motor skills:

- (a) work within a team environment or works individually and exercises independent judgment for the safe, efficient operation of the process;
- (b) exercises good interpersonal communication skills;
- (c) exercises discretion and provides direction within the scope of this Grade;
- (d) assists with on-the-job training in conjunction with trainers;
- (e) has a sound knowledge of the process, work systems, product and materials, as well as the up and down stream effects of decisions;
- (f) identifies, understands and follows the process, the raw materials and product, product control quality and throughput procedures to ensure product and/or materials conform with customer and Quality Assurance requirements;
- (g) operates plant to the extent of training;
- (h) operates flexibility between work areas/stations.

Grade 2 - 82% skill level of Grade 6.

5.1.3 *Grade 3* - is a competent, skilled autonomous worker with relevant coffee manufacturing experience who has met all previous requirements and successfully completed the training to enter Grade 3 or a course of accredited equivalent vocational education and training provided by the employer as prescribed by the Training Manual.

The employee has the appropriate qualifications, skills, training and demonstrated capacity for self-directed application required at this level.

An employee at this level performs routine, predictable, repetitive proceduralised tasks under general supervision involving limited theoretical knowledge and motor skills above and beyond the skills of a Grade 2 to the level of the employee's training, including:

- (a) work within a team environment or works individually and exercises independent judgment for the safe, efficient operation of the process;
- (b) exercises good interpersonal communication skills;
- (c) exercises discretion and provides direction within the scope of this Grade;
- (d) assists with on-the-job training in conjunction with trainers;
- (e) has a sound knowledge of the process, work systems, product and materials, as well as the up and down stream effects of decisions;

(f) accountable for process control, product quality and throughput able to implement action, to ensure product and/or materials conform with customer and Quality Assurance requirements;

(g) operates, sets up, adjusts and maintains plant for running as required to the extent of training.

Grade 3 - 87% skill level of Grade 6.

5.1.4 *Grade 4* - is a competent, skilled, autonomous worker with relevant coffee manufacturing experience who has met all previous requirements and successfully completed the training to enter Grade 4 or a course of accredited equivalent vocational education and training provided by the employer as prescribed by the Training Manual.

The employee has the appropriate qualifications, skills, training and demonstrated capacity for self-directed application required at this level.

An employee at this level performs procedural tasks under general supervision and more complex tasks involving the use of applied theoretical knowledge and motor skills above and beyond the skills of a Grade 3 to the level of the employee's training, including:

(a) co-ordinates work within a team environment or works individually and exercises independent judgment for the safe, efficient operation of the process;

(b) exercises good interpersonal communication skills;

(c) exercises discretion and provides direction within the scope of this Grade;

(d) provides on-the-job training in conjunction with trainers;

(e) has a sound knowledge of the process, work systems, product and materials, as well as the up and down stream effects of decisions;

(f) accountable for process control, product quality and throughput able to implement action, to ensure product and/or materials conform with customer and Quality Assurance requirements.

Grade 4 - 92% skill level of Grade 6.

5.1.5 *Grade 5* - is a competent, skilled, autonomous worker with relevant coffee manufacturing experience who has met all previous requirements and successfully completed the training to enter Grade 5 or a course of accredited equivalent vocational education and training provided by the employer as prescribed by the Training Manual.

The employee has the appropriate qualifications, skills, training and demonstrated capacity for self-directed application required at this level.

An employee at this level performs procedural tasks under general supervision and more complex tasks involving the use of applied theoretical knowledge and motor skills above and beyond the skills of a Grade 4 to the level of the employee's training, including:

(a) co-ordinates the activities and work flow and exercises independent judgment for the safe, efficient operation of the process;

(b) exercises good interpersonal communication skills;

(c) exercises discretion and provides direction within the scope of this Grade;

(d) co-ordinates on-the-job training in conjunction with trainers;

(e) has a comprehensive knowledge of the process, work systems, product and materials, as well as the up and down stream effects of decisions;

(f) accountable for process control, product quality and throughput able to implement action, to ensure product and/or materials conform with customer and Quality Assurance requirements.

Grade 5 - 96% skill level of Grade 6.

5.1.6 *Grade 6* - is a competent, skilled, autonomous worker with relevant coffee manufacturing experience who has met all previous requirements and successfully completed the training to enter Grade 6 or a course of accredited equivalent vocational education and training provided by the employer as prescribed by the Training Manual.

The employee has the appropriate qualifications, skills, training and demonstrated capacity for self-directed

application required at this level.

An employee at this level performs work of some complexity involving the use of applied theoretical knowledge and motor skills above and beyond the skills of a Grade 5 to the level of the employee's training, including:

- (a) co-ordinates the activities and work flow and exercises independent judgment for the safe, efficient operation of the process;
- (b) exercises good interpersonal communication skills;
- (c) exercises discretion and provides direction within the scope of this Grade;
- (d) co-ordinates on-the-job training in conjunction with trainers;
- (e) has a comprehensive knowledge of the process, work systems, product and materials, as well as the up and down stream effects of decisions;
- (f) able to implement action, to ensure product and/or materials conform with customer and Quality Assurance requirements.

Grade 6 - 100% skill level of Grade 6.

5.1.7 *Grade 7* - is a competent, skilled, autonomous worker with relevant coffee manufacturing experience who has met all previous requirements and successfully completed the training to enter Grade 7 or a course of accredited equivalent vocational education and training provided by the employer as prescribed by the Training Manual.

The employee has the appropriate qualifications, skills, training and demonstrated capacity for self-directed application required at this level.

An employee at this level performs work of some complexity involving the use of applied theoretical knowledge and motor skills above and beyond the skills of a Grade 6 to the level of the employee's training, including:

- (a) co-ordinates the activities and work flow and exercises independent judgment for the safe, efficient operation of the process;
- (b) exercises good interpersonal communication skills;
- (c) exercises discretion and provides direction within the scope of this Grade;
- (d) co-ordinates on-the-job training in conjunction with trainers;
- (e) has a comprehensive knowledge of the process, work systems, product and materials, as well as the up and down stream effects of decisions;
- (f) able to implement action, to ensure product and/or materials conform with customer and Quality Assurance requirements.

Grade 7 - 104% skill level of Grade 6.

5.1.8 *Grade 8* - is a competent, skilled, autonomous worker with relevant coffee manufacturing experience who has met all previous requirements and successfully completed the training to enter Grade 8 or a course of accredited equivalent vocational education and training provided by the employer as prescribed by the Training Manual.

The employee has the appropriate qualifications, skills, training and demonstrated capacity for self-directed application required at this level and is undertaking an advance skills course.

An employee at this level performs work of complex tasks involving the use of applied theoretical knowledge and motor skills above and beyond the skills of a Grade 7 to the level of the employee's training, including:

- (a) co-ordinates the activities and work flow and exercises independent judgment for the safe, efficient operation of the process;
- (b) exercises good interpersonal communication skills;
- (c) exercises discretion and provides direction within the scope of this Grade;
- (d) co-ordinates on-the-job training in conjunction with trainers;

- (e) has a comprehensive knowledge of the process, work systems, product and materials, as well as the up and down stream effects of decisions;
- (f) able to implement action, to ensure product and/or materials conform with customer and Quality Assurance requirements;
- (g) accountable for the planning, leading, organising and controlling of assigned processes, operations or projects.

Grade 8 - 108% skill level of Grade 6.

5.1.9 *Grade 9* - is a competent, skilled, autonomous worker with relevant coffee manufacturing experience who has met all previous requirements and successfully completed the training to enter Grade 9 or a course of accredited equivalent vocational education and training provided by the employer as prescribed by the Training Manual.

The employee has the appropriate qualifications, skills, training and demonstrated capacity for self-directed application required at this level and has completed an advance skills course.

An employee at this level performs work of complex tasks involving the use of applied theoretical knowledge and motor skills above and beyond the skills of a Grade 8 to the level of the employee's training, including:

- (a) co-ordinates the activities and work flow and exercises independent judgment for the safe, efficient operation of the process;
- (b) exercises good interpersonal communication skills;
- (c) exercises discretion and provides direction within the scope of this Grade;
- (d) co-ordinates on-the-job training in conjunction with trainers;
- (e) has a comprehensive knowledge of the process, work systems, product and materials, as well as the up and down stream effects of decisions;
- (f) able to implement action, to ensure product and/or materials conform with customer and Quality Assurance requirements;
- (g) accountable for the planning, leading, organising and controlling of assigned processes, operations or projects.

Grade 9 - 112% skill level of Grade 6.

## 5.2 Wages

### 5.2.1 *Adult employees*

The minimum rates of wages payable to adult employees shall be the addition of the Base Rate, Supplementary and Excess Payments for the respective periods as follows:

Classification	Award Rate Per Week \$
Base Grade - Components:	
Base Rate	288.40
Supplementary Payment	284.00
"Excess" Payment	49.70

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

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

### 5.3 Juniors employees

The minimum rate of wages payable to juniors shall be the following percentages of the minimum adult rate for the class of work being performed (calculated to the nearest 10 cents with any result of 5 cents or more being taken to the next highest 10 cent multiple):

	Percentage of minimum adult rate
	%
Under 16 years of age	45
16 and under 17 years of age	55
17 and under 18 years of age	65
18 and under 19 years of age	75

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

### 6.1 Hours of work

6.1.1 The ordinary hours of work shall be an average of 38 per week over a rostered work cycle. The ordinary hours of work shall not exceed 10 hours on any day except where there is agreement as outlined in clause 6.2.4 "Implementation of 12 hour shifts", and there shall not be a longer break than one hour for a meal on any one day:

Provided that where the ordinary working hours are to exceed 8 on any day, the arrangement of hours shall be subject to the agreement of the employer and the majority of employees concerned.

6.1.2 Normal meal break times can be subject to variation to meet continuous production requirements and no penalty payments are to be incurred provided that notice is given the day before.

6.1.3 When a holiday occurs in any week and is not worked, no deduction shall be made from the weekly wage on account thereof.

6.1.4 Except as hereinafter prescribed the ordinary hours of work for day workers shall be between the hours of 6.00 a.m. and 6.00 p.m. Monday to Friday inclusive:

Provided that day workers may be required to work their ordinary hours within a period of 7 days Monday to Sunday inclusive, and the ordinary daily working hours of such employees shall be worked between the hours of 6.00 a.m. and 6.00 p.m.

The spread of hours for day workers as prescribed above may be altered as to all or sections of employees, provided that there is agreement between the employer and the majority of employees directly affected:

Provided that the spread of hours shall not exceed 12 hours:

Provided further that work done outside the hours of 6.00 a.m. to 6.00 p.m. shall be paid at overtime rates and will be deemed to be part of the ordinary hours of work for the purposes of clause 6.1.

6.1.5 The ordinary starting and finishing times of various groups of employees or individual employees may be staggered, provided that there is agreement between the employer and the majority of employees directly affected.

6.1.6 An employee who works so much overtime between the termination of the ordinary work on one day and the commencement of the ordinary work on the next day that the employee has not had at least 10 consecutive hours off duty between those times shall, subject to clause 6.1.6, be released after completion of such overtime until the employee has had 10 consecutive hours off duty without loss of pay for ordinary working time occurring during such absence. 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 shall be paid double rates until released from duty for such period and shall then be entitled to be absent until the employee has had 10 consecutive hours off duty without loss of pay for ordinary working time occurring during such absence.

The provisions of clause 6.1.6 shall apply in the case of shift workers who rotate from one shift to another as if 8 hours were substituted for 10 hours when overtime is worked:

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

## 6.2 Shift work

The ordinary hours of shift workers shall be an average of 38 hours per week over a rostered work cycle and, subject to the provisions of clause 6.2.4 (Implementation of 12 hour shifts) shall not exceed 10 hours on any shift:

Provided that to maximise production requirements employees engaged on shift work will be required to vary shift times when necessary during the week to perform work associated with other duties programs:

Provided further that prior notice of shift changes will be given and no change will require any employee to have less than an 8 hour break between shifts.

Where the shift work is worked, a one half hour continuous break shall be allowed for meals in the employer's time during each 8 hour shift:

Provided that such meal break of 30 minutes' duration shall be taken by the employee and given by the employer within 5 hours of commencing work.

The rostered hours of shift workers shall be posted and kept posted on the employer's premises in a place conveniently accessible to employees.

Shift workers and 7 day workers when working in ordinary time on a Saturday shall be paid for all such work at the rates of time and a-half.

Shift workers and 7 day workers when working in ordinary time on a Sunday shall be paid for all such work at the rates of double time.

Shift workers shall be paid an allowance per shift in addition to their ordinary rates of pay.

### 6.2.1 5 day and 7 day shift work

A shift allowance of 15% of the Grade 1 Rate will be paid to people rostered on to a non-continuous shift arrangement. This will be paid as per the following formula:

$$\text{\$ Shift allowance/shift} = 0.15 \times \text{Grade 1 Rate}/5$$

### 6.2.2 5 day and 7 day continuous shift work

A shift allowance of 15% of the Grade 3 Rate will be paid to people rostered on to continuous shiftwork, i.e:

$$\text{\$ Shift allowance/shift} = 0.15 \times \text{Grade 3 Rate}/5.$$

### 6.2.3 Allowance for continuous shift workers rostered to day work

An allowance of \$8.88 per day will be paid to continuous shift workers who are rostered to work "day work" for a duration of 5 days or less. This allowance recognises the flexibility required to change the working conditions on short notice and the impact of such a change on home life and earnings.

The "normal work day" conditions will apply in this case, eg lunch, rest breaks, etc.

Where an employee is required to work an extended period of greater than one week on day work, the allowance will not be paid after the first 5 days.

The allowance will not be paid in a situation where a request by an employee to work on a "day work" basis for a limited period is granted or where the company advertises a day work position.

All employees commit to maintaining maximum flexibility to ensure that the impact of low plant utilisation is minimised during such periods.

If the shift roster is changed within the pay week a 15% shift allowance will be paid as per the agreed procedure.

The shift allowance shall not apply to shift work performed on Saturdays and Sundays when extra payments applying for shift work performed on those days are elsewhere provided for in clause 6.2. The allowance will be paid on accrued day off. The allowance will not be paid on annual leave, long service leave, compassionate leave, or family leave.

Shift workers absent from work due to sickness (in accordance with clause 7.2), will not receive the shift allowance or penalty on each day of sick leave taken.

Any entitlement to a rostered day off as a result of the ordinary hours of work as prescribed in clause 6.1 and herein will

be the subject to, when required, banking and flexibility in time of taking, to meet production, engineering and maintenance requirements as considered necessary by management.

Where shifts fall partly on a public holiday, the shift which has the major portion falling on the public holiday shall be regarded as the holiday shift. By agreement between the employer and the majority of employees concerned, the shift which has the minor portion falling on the public holiday may be regarded as the holiday shift in lieu of the above.

#### 6.2.4 *Implementation of 12 hour shifts*

By agreement between an employer, the Union and the majority of employees in the enterprise or part of the enterprise concerned, 12 hour days or shifts may be introduced subject to:

- (a) proper health monitoring procedures being introduced;
- (b) suitable roster arrangements being made;
- (c) proper supervision being provided;
- (d) adequate breaks being provided;
- (e) an adequate trial or review process being implemented through consultation with those affected.

### **6.3 Overtime**

6.3.1 All time worked by day workers including 7 day day workers in excess of the hours prescribed in clause 6.1 (Hours of work) shall be paid for at the rate of time and a-half for the first 3 hours and double time thereafter:

Provided that overtime commencing on Saturday shall be paid for at one and a-half times the ordinary rate for the first 3 hours and double time thereafter with a minimum of 4 hours' work or payment therefore.

Except as is provided for in clause 6.1 of this Award, all time worked on Sundays shall be paid for at the rate of double time with a minimum of 4 hours' work or payment therefore.

All time worked by shift workers and 7 day day workers on a rostered day off shall be paid for at the rate of double time with a minimum of 4 hours' work or payment therefore.

All time worked by shift workers in excess of the hours prescribed in 6.1 (Hours of work) shall be paid for at the rate of double time.

Each day shall stand by itself when overtime is being computed.

6.3.2 When any employee is obliged to work during the meal hour the employee shall be paid at the rate of double time for all such time worked.

Such payment shall continue until a meal period of the prescribed duration is commenced.

6.3.3 When any employee is obliged to work more than one hour's overtime in addition to their day's work, the employee shall be allowed 30 minutes for a meal time.

6.3.4 Any employee required to work more than 9 hours from commencing time shall be paid the sum of \$9.60 as meal money in addition to overtime payment for time worked. Should an employee continue at work the employee shall after the completion of each succeeding 4 hour period be paid \$9.60 per meal.

A shift worker called in to work overtime on a rostered day off shall be entitled to \$9.60 meal allowance for each 4 hours' work.

6.3.5 When an employee has provided themselves with customary meals because of receipt of notice of intention to work overtime, the employee shall be entitled to an allowance of \$9.60 for each meal so provided in the event of the work not being performed or ceasing before the respective meal times.

6.3.6 Any employee recalled to work after the ordinary ceasing time on Monday, Tuesday, Wednesday, Thursday and Friday for less than 2 hours shall receive payment for 2 hours at overtime rates.

### **6.4 Rest pauses**

Every employee, subject to this Award shall be entitled to a rest pause of not less than 10 minutes' duration in the first and second half of their daily work, to be taken in the employer's time. Such rest pauses shall be taken at such times as will not interfere with continuity of work where continuity is necessary.

## **PART 7 - LEAVE OF ABSENCE AND PUBLIC HOLIDAYS**

### **7.1 Annual leave**

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

- (a) Not less than 5 weeks if employed on shift work where 12 hour continuous 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 Such annual leave shall be exclusive of any public holiday which may occur during the period of that annual leave and subject to clause 7.1.5 shall be paid for by the employer in advance:

- (a) In the case of any and every employee in receipt immediately prior to that leave of ordinary pay at a rate in excess of the ordinary rate payable under this Award at that excess rate; and
- (b) In every other case at the ordinary rate payable to the employee concerned immediately prior to that leave under this Award.

7.1.3 If the employment of any employee is terminated at the expiration of a full year of employment the employer shall be deemed to have given the leave to the employee from the date of the termination of the employment and shall forthwith pay to the employee in addition to all other amounts due, the employee's pay, calculated in accordance with clause 7.1.5 for 4 or 5 weeks as the case may be and also the employee's ordinary pay for any public holiday occurring during such period of 4 or 5 weeks.

7.1.4 If the employment of any employee is terminated before the expiration of a full year of employment, such employee shall be paid, in addition to all other amounts due, an amount equal to 1/9th of the employee's pay for the period of employment if the employee is an employee to whom clause 7.1.1(a) applies, and 1/12th of the employee's pay for the period of employment if the employee is an employee to whom clause 7.1.1(b) applies, calculated in accordance with clause 7.1.5.

#### 7.1.5 *Calculation of annual leave pay*

In respect to annual leave entitlements to which clause 7.1 applies, annual leave pay (including any proportionate payments) shall be calculated as follows:

- (a) Shift workers - Subject to clause 7.1.5(c) the rate of wage to be paid to a shift worker shall be the rate payable for work in ordinary time according to the employee's roster or projected roster, including Saturday, Sunday or holiday shifts.
- (b) Leading hands, etc - Subject to clause 7.1.5(c), leading hand allowances and amounts of a like nature otherwise payable for ordinary time worked shall be included in the wages to be paid to employees during annual leave.
- (c) All employees - Subject to clause 7.1.5(d), in no case shall the payment by an employer to an employee be less than the sum of the following amounts:
  - (i) The employee's ordinary wage rate as prescribed by the Award for the period of the annual leave (excluding shift premiums and week-end penalty rates);
  - (ii) Leading hand allowance or amounts of a like nature;
  - (iii) A further amount calculated at the rate of 17.5% of the amounts referred to in clauses 7.1.5(c)(i) and (ii).
- (d) Clause 7.1.5(c) shall not apply to the following:
  - (i) Any period or periods of annual leave exceeding:
    - (A) 5 weeks in the case of employees employed in a calling where 3 shifts per day are worked over a period of 7 days per week; or
    - (B) 4 weeks in any other case.
  - (ii) Employers (and their employees) who are already paying (or receiving) an annual leave bonus, loading or other annual leave payment which is not less favourable to employees.

7.1.6 Reasonable notice of the commencement of annual leave shall be given to the employee.

7.1.7 Except as provided in clause 7.1.4 it shall not be lawful for the employer to give or for any employee to receive

payment in lieu of annual leave.

## **7.2 Sick leave**

### *7.2.1 Entitlement*

- (a) Every employee, except casuals, pieceworkers, and school-based apprentices and trainees, is entitled to 60.8 hours' sick leave for each completed year of their employment with their employer.
- (b) This entitlement will accrue at the rate of 7.6 hours sick leave after each 6 weeks of employment.
- (c) Payment for sick leave will be made based on the ordinary number of hours that would have been worked by the employee if the employee were not absent on sick leave.
- (d) Sick leave may be taken for part of a day.
- (e) Sick leave shall be cumulative, but unless the employer and employee otherwise agree, no employee shall be entitled to receive, and no employer shall be bound to make, payment for more than 13 weeks' absence from work through illness in any one year.
- (f) Part-time employees accrue sick leave on a proportional basis.

### *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 reasonable acceptable evidence about the nature and approximate duration of the illness.

### *7.2.4 Accumulated sick leave*

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

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

The employee accumulates sick leave entitlements whilst absent from work on paid leave granted by the employer.

### *7.2.5 Workers' compensation*

Where an employee is in receipt of workers' compensation, the employee is not entitled to payment of sick leave.

## **7.3 Bereavement leave**

### *7.3.1 Full-time and part-time employees*

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

### *7.3.2 Long-term casual employees*

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

7.3.3 "Immediate family" includes:

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

7.3.4 *Unpaid leave*

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

7.3.5 Provided the employee shall be entitled to a maximum of 2 days' leave without loss of pay on each occasion and on the production of satisfactory evidence of the death outside Australia of an employee's spouse, father or mother, and where such employee travels outside of Australia to attend the funeral.

#### **7.4 Long service leave**

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

#### **7.5 Family Leave**

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

7.5.1 It is to be noted that:

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

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

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

#### **7.6 Public holidays**

7.6.1 All work by employees on:

- Good Friday;
- the 25th April (Anzac Day);
- Christmas Day;

shall be paid for at double rates in addition to the ordinary weekly wage.

7.6.2 *Labour Day*

All employees covered by this Award shall be 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.

7.6.3 *Annual show*

All work done by employees in a district specified from time to time by the Minister by notification published in the *Gazette* or 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 order in Council, of such district, shall be paid for at the rate of double time and a-half.

7.6.4 All work done by any employee on New Year's Day, the twenty-sixth day of January, Easter Saturday, Easter

Monday, Labour Day, Birthday of the Sovereign and Boxing Day, or any day appointed under the *Holidays Act 1983*, to be kept in place of any such holiday to be paid for at the rate of double time and a-half.

Day workers working on any of the aforesaid holidays outside the ordinary starting and ceasing times prescribed by this Award for the day of the week on which such holiday falls shall be paid for at double the rate prescribed by the Award for such time when working outside the ordinary starting and ceasing times on an ordinary working day.

Shift workers and 7 day day workers rostered off on New Year's Day, twenty-sixth of January, Easter Saturday, Easter Monday, Labour Day, Birthday of the Sovereign, Boxing Day, Show Day, and who are asked to work, shall receive payment as follows:

- (a) Triple time for time worked between the spread of hours shown on the shift rosters of that day and quadruple time for work performed outside these times. Hours worked in excess of 8 hours on any of these days shall be paid at 4 times the ordinary rate.
- (b) Shift workers and 7 day day workers rostered off on Good Friday, Christmas Day and twenty-fifth of April (Anzac Day) and who are asked to work, shall receive payment at double the normal overtime rate for such workers when working on an ordinary rostered day off.

Except as hereinbefore provided, should any holidays mentioned above, occur on a working day on which a shift worker or 7 day day worker is rostered off duty, the employee concerned shall be paid one day's wage in addition to the ordinary weekly wage.

All employees covered by this Award who actually work on any of the aforementioned days shall be paid a minimum of 4 hours' work at the appropriate rate of pay.

#### 7.6.5 *Stand down*

Any and every employee who, having been dismissed or stood down by the employer during the month of December, in any year, shall be re-employed by that employer at any time before the end of January in the next succeeding year shall, if that employee shall have been employed by that employer for a continuous period of 2 weeks or longer immediately prior to being dismissed or stood down, be entitled to be paid and shall be paid by the employer (at the ordinary rate payable to that employee when so dismissed or stood down) for any one or more of the following holidays namely, Christmas Day, Boxing Day and the first day of January, occurring during the period on and from the date of dismissal or standing down to and including the date of their re-employment as aforesaid.

#### 7.6.6 *Substitution*

Where there is agreement between the majority of employees concerned and the employer, and subject to statutory limitations, other ordinary working days may be substituted for the public holidays specified in clause 7.6:

Provided that, where an employee is subsequently required to work on such substituted day, the employee shall be paid the rate applicable for the holidays that have been substituted.

### 7.7 **Jury service**

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

and other ancillary payments of a like nature.

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

### **8.1 Employees becoming ill**

Where employees are injured seriously or fall seriously ill at their work, the employer shall provide means of getting them to the nearest hospital, or pay expenses of transmission to hospital.

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

### **9.1 Commitment to training**

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

- (a) developing a more highly skilled and flexible workforce;
- (b) providing employees with career opportunities through appropriate training to acquire additional skills; and
- (c) removing barriers to the use of skills acquired.

### **9.2 Training**

The parties acknowledge that varying degrees of training are provided to employees in the Coffee Industry via both internal on-the-job training and also through external training facilities.

The parties to the Award are committed to continuing such training as is required and appropriate, and where necessary in cases improving training and/or access to training for employees.

The parties agree to continue discussions on issues raised relating to training.

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

### **10.1 First-aid kits**

First-aid kits in suitable and secure cases shall be provided at central positions on the works, so as to be at all times readily available for the use of employees.

### **10.2 Garments to be laundered**

Employees shall be provided with not more than 3 washable outer garments in each year.

Such outer garments shall be laundered free by the employer or in lieu of such laundering an allowance of \$4.00 per week shall be paid each employee concerned.

### **10.3 Rubber boots**

Suitable waterproof boots shall be supplied free of charge to employees where they are necessary to prevent the feet of the employees becoming thoroughly wet. When not in use the boots shall be stored by the employee as required by the employer:

Provided that if waterproof boots are not available employees entitled to be supplied with such boots as prescribed by clause 10.3 shall be supplied free of cost with strong full-soled working boots of good quality leather.

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

### **Preamble**

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

### **11.1 Right of entry**

11.1.1 *Authorised industrial officer*

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

#### 11.1.2 *Entry procedure*

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

#### 11.1.3 *Inspection of records*

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

#### 11.1.4 *Discussions with employees*

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

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

#### 11.1.5 *Conduct*

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

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

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

- (a) the employee's award classification;
- (b) the employer's full name;

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

11.2.2 The time and wages record must also contain:

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

11.2.3 The employer must keep the record for 6 years.

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

### **11.3 Union encouragement**

#### **Preamble.**

Clause 11.3 gives effect to section 110 of the Act in its entirety. Consistent with section 110 a Full Bench of the Commission has issued a Statement of Policy on Union Encouragement (reported 165 QGIG 221) that encourages an employee to join and maintain financial membership of the Union.

#### *11.3.1 Documentation to be provided by employer*

At the point of engagement, the employer shall provide employees with a document indicating that a Statement of Policy on Union Encouragement has been issued by the Commission, a copy of which is to be kept on the Premises of the employer in a place readily accessible by 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*

- (a) 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.
- (b) 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.

Dated 12 August 2003.

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

Operative Date: 13 October 2003