

QUEENSLAND INDUSTRIAL RELATIONS COMMISSION

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

POULTRY FARM AND HATCHERY EMPLOYEES' AWARD - STATE 2002

Following the Declaration of the General Ruling for Overtime Meal Allowance (matter numbers B/2010/34 and B/2010/38), the Poultry Farm and Hatchery Employees' 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 Poultry Farm and Hatchery Employees' Award - State 2002 as at 1 January 2011.

Dated 1 March 2011.

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

POULTRY FARM AND HATCHERY EMPLOYEES' AWARD - STATE 2002

PART 1 - APPLICATION AND OPERATION

1.1 Title

This Award is known as the Poultry Farm and Hatchery Employees' Award - State 2002.

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1.3 Date of operation

This Award takes effect from 23 December 2002.

1.4 Coverage

1.4.1 This Award applies to employees engaged on Poultry Farm and/or Hatchery Work and to their employers throughout the State of Queensland.

Provided that this Award shall not apply to persons covered by the Employees of Queensland Government Departments (Other Than Public Servants) Award:

Provided further that, for the purposes of clause 1.4, the following classes of persons shall be deemed not to be employees:

- (a) Members of the Employer's Immediate Family (as defined in clause 1.5 of this Award);
- (b) Managers (as defined in clause 1.5 of this Award);
- (c) Qualified experimental or other professional staff;
- (d) Share-farmers whilst engaged as such.

1.4.2 As to the employers named in the Schedule to this Award the provisions of the Award are modified in accordance with the requirements of the individual orders listed in such schedule.

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 "Managers" shall mean those persons who are appointed as such by the employer in any establishment where Poultry Farm and/or Hatchery Work is carried out, and who are in receipt of not less than 25 per cent per week in excess of the highest rate of wages prescribed for employees under this Award.

1.5.4 "Members of the Employer's Immediate Family" shall mean the sons, daughters, and spouse of the employer; but shall not include the sons, daughters, and spouse of individual members of partnerships, firms or Companies, or of Managers.

1.5.5 "Poultry Farm and/or Hatchery Work" shall mean all work done on poultry farms or in hatcheries or in any other establishments wherein the production of eggs and/or the hatching, raising and/or breeding of all classes of poultry is undertaken; and without limiting the generality of this definition, shall include the sowing, raising, harvesting, handling, or treating of farm produce intended for poultry consumption, and the milling and preparation of poultry foods on or in the abovementioned farms, hatcheries or establishments.

1.5.6 "Union" means The Australian Workers' Union of Employees, Queensland

1.6 Area of operation

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

1.6.1 Divisions

Northern Division - That portion of the State along or north of a line commencing at the junction of the sea-coast with the 21st parallel of south latitude; then by that parallel of latitude due west to 147 degrees of east longitude; then by that meridian of longitude due south to 22 degrees 30 minutes of south latitude; then by that parallel of latitude due west to the western border of the State.

Mackay Division - That portion of the State within the following boundaries - Commencing at the junction of the sea-coast with the 21st parallel of south latitude; then by that parallel of latitude due west to 147 degrees of east longitude; then by that meridian of longitude due south to 22 degrees of south latitude; then by that parallel of latitude due east to the sea-coast; then by the sea-coast northerly to the point of commencement.

Southern Division - That portion of the State not included in the Northern or Mackay Divisions.

1.6.2 Districts

(a) Northern Division:

Eastern District - That portion of the Northern Division along or east of 144 degrees 30 minutes of east longitude.

Western District - The remainder of the Northern Division.

(b) 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 the southern boundary of the Mackay Division.

Western District - The remainder of the Southern Division.

1.7 Parties bound

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

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 Consultative mechanisms and procedures in the workplace

3.1.1 The parties to this Award are committed to co-operating positively to increase the efficiency, productivity and domestic and international competitiveness of the Poultry Industry covered by this Award, and to enhance the career opportunities and job security of employees in the Poultry Industry.

3.1.2 At each establishment or enterprise, the employer, employees and Union shall, where practicable, establish a consultative mechanism and procedures appropriate to the size, structure and needs of the establishment or enterprise. Measures raised by the employer, employees or the Union consistent with the objectives of clause 3.1.1 shall be processed through that consultative mechanism and procedures.

3.1.3 Measures raised for consideration consistent with clause 3.1.2 shall be related to implementation of a new classification structure subject to clause 5.1 and matters concerning training subject to clause 9.1.

3.2 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.

3.2.1 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.

3.2.2 If the grievance or dispute is not resolved under clause 3.2.1, 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.

3.2.3 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 3.2.5.

3.2.4 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 3.2.2 will not result in resolution of the dispute.

- 3.2.5 If, after discussion between the parties, or their nominees mentioned in clause 3.2.4, 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.
- 3.2.6 Whilst all of the above procedure is being followed, normal work shall continue except in the case of a genuine safety issue.
- 3.2.7 The *status quo* existing before the emergence of the grievance or dispute is to continue whilst the above procedure is being followed.
- 3.2.8 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.
- 3.2.9 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.
- 3.2.10 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 (except casual employees) covered by this Award shall be advised in writing of their employment category upon appointment.

Employment categories are:

- (a) full-time;
- (b) casual (as prescribed in clause 4.2).

- 4.1.2 Notwithstanding clause 4.1.1, employment categories for employees of Inghams Enterprises Pty Limited are prescribed at clause 1.2 in Appendix 2.

4.2 Casual employment

- 4.2.1 Casual employee shall mean an employee engaged as such, and paid on an hourly basis whose employment is subject to termination without notice, and who is employed for less than 38 hours in any one week;
- 4.2.2 Casual employees shall be paid 23% above the ordinary rate for the class of work performed, with a minimum payment of 2 hours on any one day.
- 4.2.3 Notwithstanding clause 4.2, employees of Inghams Enterprises Pty Limited, casual employment provisions are prescribed at clause 1.4 in Appendix 2.

4.3 Two or more classes of work

Where any person on any one day performs 2 or more classes of work to which a differential rate fixed by the Award is applicable, such person, if employed for more than 4 hours on the class or classes of work carrying a higher rate shall be paid in respect of the whole time during which they work on that day at the same rate which shall be at the highest rate fixed by the Award in respect of any such classes of work and if employed for 4 hours or less on the class or classes of work which carry a higher rate, they shall be paid at such highest rate for 4 hours.

4.4 Incidental and peripheral tasks

- 4.4.1 An employer may direct an employee to carry out such duties as are reasonably within the limits of the employee's skill, competence and training.
- 4.4.2 An employer may direct an employee to carry out such duties and use such tools and equipment as may be required provided that the employee has been properly trained in the use of such tools and equipment (where relevant).
- 4.4.3 Any direction issued by an employer pursuant to clauses 4.4.1 and 4.4.2 shall be consistent with the employer's

responsibilities to provide a safe and healthy working environment.

4.5 Anti-discrimination

4.5.1 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.

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

4.5.3 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.

4.5.4 Nothing in clause 4.5 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.

4.6 Termination of employment

4.6.1 *Statement of employment*

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

4.6.2 *Termination by employer*

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

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

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

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

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

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

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

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

4.6.3 *Notice of termination by employee*

The notice of termination required to be given by an employee shall be two days. If an employee fails to give notice, the employer shall have the right to withhold monies due to the employee with a maximum amount equal to the amount the employee would have received under 4.6.2(d) for a period of notice of two days.

4.6.4 *Time off during notice period*

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

4.7 Introduction of changes

4.7.1 *Employer's duty to notify*

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

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

4.7.2 *Employer's duty to consult over change*

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

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

4.8 Redundancy

4.8.1 *Consultation before terminations*

- (a) Where an employer decides that the employer no longer wishes the job the employee has been doing to be done by anyone, and this is not due to the ordinary and customary turnover of labour, and that decision may lead to termination of employment, the employer shall consult the employee directly affected and where relevant, their Union or Unions.
- (b) The consultation shall take place as soon as it is practicable after the employer has made a decision, which will invoke the provisions of clause 4.8.1(a) and shall cover the reasons for the proposed terminations, measures to avoid or minimise the terminations and/or their adverse effects on the employees concerned.
- (c) For the purpose of the consultation the employer shall, as soon as practicable, provide in writing to the employees concerned and, where relevant, their Union or Unions, all relevant information about the proposed terminations including the reasons for the proposed terminations, the number and categories of employees likely to be affected, the number of workers normally employed and the period over which the terminations are likely to be carried out:

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

4.8.2 *Transfer to lower paid duties*

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

4.8.3 *Transmission of business*

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

4.8.4 *Time off during notice period*

- (a) Where a decision has been made to terminate an employee in the circumstances outlined in clause 4.8.1, the employee shall be allowed up to one day's time off without loss of pay during each week of notice for the purpose of seeking other employment.
- (b) If the employee has been allowed paid leave for more than one day during the notice period for the purpose of seeking other employment, the employee shall, at the request of the employer, be required to produce proof of attendance at an interview or the employee shall not receive payment for the time absent. For this purpose a statutory declaration will be sufficient.

4.8.5 *Notice to Centrelink*

Where a decision has been made to terminate employees in the circumstances outlined in clause 4.8.1, the employer shall notify Centrelink as soon as possible giving all relevant information about the proposed terminations, including a written statement of the reasons for the terminations, the number and categories of the employees likely to be affected, the number of workers normally employed and the period over which the terminations are intended to be carried out.

4.8.6 *Severance pay*

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

Period of Continuous Service	Severance Pay (weeks' pay)
Less than 1 year	nil
1 year but not more than 2 years	4
More than 2 years but not more than 3 years	6
More than 3 years but not more than 4 years	7

More than 4 years but not more than 5 years	8
More than 5 years but not more than 6 years	9
More than 6 years but not more than 7 years	10
More than 7 years but not more than 8 years	11
More than 8 years but not more than 9 years	12
More than 9 years but not more than 10 years	13
More than 10 years but not more than 11 years	14
More than 11 years but not more than 12 years	15
More than 12 years	16

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

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

4.8.7 *Superannuation benefits*

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

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

4.8.8 *Employee leaving during notice*

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

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

4.8.9 *Alternative employment*

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

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

Clause 4.8 shall not apply to employees with less than one year's continuous service and the general obligation on employers should be no more than to give relevant employees an indication of the impending redundancy at the first reasonable opportunity, and to take such steps as may be reasonable to facilitate the obtaining by the employees of suitable alternative employment.

4.8.11 *Employees exempted*

Clause 4.8 shall not apply:

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

4.8.12 *Employers exempted*

- (a) Subject to an order of the Commission, in a particular redundancy case, clause 4.8 shall not apply to an employer including a company or companies that employ employees working a total of fewer than 550 hours on average per week, excluding overtime, Monday to Sunday. The 550 hours shall be averaged over the previous 12 months.

(b) A 'company' shall be defined as:

- (i) a company and the entities it controls; or

- (ii) a company and its related company or related companies; or
- (iii) a company where the company or companies has a common Director or common Directors or a common shareholder or common shareholders with another company or companies.

4.8.13 Exemption where transmission of business

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

4.8.14 Incapacity to pay

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

4.9 Continuity of service - transfer of calling

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

PART 5 - WAGES AND WAGE RELATED MATTERS

5.1 Revised classification structures

The parties to the Award are committed to revising the classification structures for a compatible and career-orientated grading system that implements broadbanding based on the requirements of the Poultry industry.

5.2 Wage rates

5.2.1 The minimum rates of wages payable to the following classes of employees in the Southern Division (Eastern District) shall be:

	Award Rate Per Week \$
Adults	
General Hands	591.80
Employees engaged at or in connection with mixing poultry food or grain crushing	601.90

5.2.2 Juniors

	Percentage of minimum adult rate for the appropriate division or district %
Juniors	
Under 16 years of age	45
16 and under 17 years of age	50
17 and under 18 years of age	55
18 and under 19 years of age	65
19 and under 20 years of age	75
20 and under 21 years of age	85

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

10 cent multiple.

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.

5.2.3 *Leading hands*

Employees appointed as leading hands shall be paid an extra \$17.80 per week.

5.2.4 *Divisional and district parities*

Employees employed outside the Eastern District of the Southern Division shall be paid the following amounts in addition to the rates of wages prescribed by this clause for employees employed within that District:

Adults	Per week \$
Northern Division, Eastern District	1.05
Northern Division, Western District	3.25
Mackay Division	0.90
Southern Division, Western District	1.05

5.2.5 Notwithstanding clause 5.2, employees of Inghams Enterprises Pty Limited, wage rates are prescribed at clause 1.5 in Appendix 2.

5.3 **Allowances**

5.3.1 *Fork lift operators, etc*

Employees driving fork lifts, end loaders or tractors shall be paid 44.5c per hour extra whilst so engaged.

5.3.2 *Employees using pasteuriser*

Any employee required to use a pasteurising machine in the pasteurisation of egg pulp shall be paid an additional 71.2c per hour for all time so employed with a minimum of 2 hours.

5.3.3 Notwithstanding clauses 5.3.1 and 5.3.2, allowances for employees of Inghams Enterprises Pty Limited are prescribed at clause 1.6 in Appendix 2.

5.4 **Payment of wages**

Wages shall be paid in the employer's time weekly, or fortnightly as mutually arranged between the employer and the employee, and not more than 2 days' pay shall be kept in hand:

Provided that once the method of payment of wages has been fixed in accordance with clause 5.4, the employer shall not be entitled to alter same.

5.5 **Superannuation**

5.5.1 *Application* - In addition to any other entitlement pursuant to this Award, eligible employees (as defined in clause 5.5.3) shall be entitled to superannuation payments made by the employer into the approved occupational superannuation fund, subject to the provisions in clause 5.5

5.5.2 *Contributions*

- (a) Amount - As from 1 January 2005 every employer shall contribute on behalf of each eligible employee an amount calculated at 9% of the employee's ordinary time earnings, into an approved fund, as defined in this clause. Each such payment of contributions shall be rounded off to the nearest ten (10) cents:

Provided that where an employee is absent and is receiving by way of workers' compensation an amount of money no less than the award rate of pay the contribution shall be calculated at 3%.

- (b) Contributions for casual employees shall be on the same basis as full-time employees, or *pro rata* if less than a full week is worked, including casual loading.
- (c) The employer may suspend for the applicable period contributions made on behalf of an employee if the employee is absent from the workplace other than for annual leave, long service leave, public holidays, paid sick leave, or workers compensation leave for a period of not more than 26 weeks.
- (d) No additional amount shall be paid by the employer for the establishment, administration, management or any other charges in connection with the fund.
- (e) The employer shall remit contributions to the approved fund on a monthly basis.
- (f) Eligible employees may personally contribute additional amounts to the fund in addition to the minimum employer contributions as set out in clause 5.5.2 by way of a voluntary contribution, and the employer shall (at the employee's written request) made arrangements for authorised deductions from the employee's pay to be forwarded to the administrators of the fund.

5.5.3 Definitions

- (a) "Eligible employee" shall mean any employee employed for not less than 8 hours in any one week.
- (b) "Ordinary time earnings" shall mean and include:
 - (i) the full-time pay for ordinary hours worked, including any over-Award payments;
 - (ii) any "all purpose" allowances or amounts including leading hand allowance; and
 - (iii) any additional amounts paid for ordinary time worked on Saturdays and Sundays.

5.5.4 For the purposes of this award, an approved fund means

- (a) The Australian Rural Industries Superannuation Fund known as "AUSTSAFE" established by the Deed of Trust dated 31 August 1989, and Rules thereto as amended.
- (b) In relation to any particular employer, any other established fund to which that employer was already actually making regular and genuine contributions in accordance with clause 5.5.2 on behalf of at least a significant number of that employer's employees covered by this Award, as at 29 September 1989, and continues to make such contributions:

Provided that the making of a deposit, and initial or other contributions subsequent to 29 September 1989, but on a retrospective basis, in respect of any period up to and including 29 September 1989, shall not under any circumstances bring a fund within the meaning of clause 5.5.4. The mere signing and submission of any nomination for membership documents to trustees of a fund prior to 29 September 1989, does not bring a fund within the meaning of clause 5.5.4.

- (c) As to employees who belong to the religious fellowship known as the Brethren, who hold a Certificate issued pursuant to section 115 of the Act and are employed by an employer who also belongs to that fellowship any fund nominated by the employer and approved by the Brethren.
- (d) Any fund agreed between an employer and an employee who holds a Certificate issued pursuant to section 115 of the Act where membership of a fund cited in an Award would be in conflict with the conscientious beliefs of that employee in terms of section 115.
- (e) The employer and employee may agree to have the employee's superannuation contributions made to an approved superannuation fund, other than those specified in this Award.
 - (i) Any such agreement must be recorded in writing and signed by the employer and employee and kept on the employee's file.
 - (ii) A person must not coerce someone else to make an agreement.
 - (iii) Such agreement, where made, will continue until such time as the employer and employee agree otherwise, and shall be made available to relevant persons for the purposes of sections 371 and 373 (inspection of time and wage records) of the Act.
 - (iv) Any dispute arising out of this process will be handled in accordance with the grievance and dispute settling procedure as contained in clause 3.2.

5.5.5 General

Nothing in clause 5.5 shall act to diminish the rights and responsibilities of the trustees of the fund as set out in accordance with the Deed of Trust and Rules thereto as amended.

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

6.1 Hours of work

6.1.1 *Day workers:*

(a) Subject to clause 6.1.2 (Working of a 38 hour week) and subject to the exceptions hereinafter provided, the ordinary hours of work shall be an average of 38 per week and may be worked on any Sunday to Saturday inclusive, to be worked on one of the following bases:

- (i) 38 hours within a work cycle not exceeding 7 consecutive days; or
- (ii) 76 hours within a work cycle not exceeding 14 consecutive days; or
- (iii) 114 hours within a work cycle not exceeding 21 consecutive days; or
- (iv) 152 hours within a work cycle not exceeding 28 consecutive days.

(b) The ordinary hours of work prescribed herein shall be worked continuously, except for meal breaks and rest pauses, between 5.00 a.m. and 7.00 p.m. The ordinary starting and ceasing times each day shall be as mutually arranged between the employer and the employees:

Provided that such starting and ceasing times once fixed, shall not be altered by the employer, except with 2 days' notice to the employees:

Provided further that the hours so arranged shall be posted in a conspicuous place readily accessible to the employees.

(c) The ordinary starting and finishing times of various groups of employees or individual employees may be staggered:

Provided that there is agreement between the employer and the majority of employees concerned.

(d) The ordinary hours of work prescribed herein shall not exceed 10 hours on any day:

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

(e) Employees are required to observe the nominated starting and finishing times for the work day, including designated breaks to maximise available working time. Preparation for work and cleaning up of the employee's person shall be in the employee's time.

6.1.2 *Working of a 38 hour week*

(a) The 38 hour week shall be implemented on one of the following bases, most suitable to the particular business, after consultation with, and giving reasonable consideration to the wishes of the employees concerned:

- (i) by employees working less than 8 ordinary hours each day; or
- (ii) by employees working less than 8 ordinary hours on one or more days each work cycle; or
- (iii) by fixing one or more work days on which all employees will be off during a particular work cycle; or
- (iv) by rostering employees off on various days of the week during a particular work cycle, so that each employee has one work day off during that cycle.

(b) Subject to the provisions of clause 6.1.1(d), employees may agree that the ordinary hours of work are to exceed 8 on any day, thus enabling more than one work day to be taken off during a particular work cycle.

(c) Notwithstanding any other provision in clause 6.1, where the arrangement of ordinary hours of work provides for a rostered day off, the employer and the majority of employees concerned may agree to accrue up to a

maximum of 5 rostered days off. Where such agreement has been reached, the accrued rostered days off shall be taken within 12 calendar months of the date on which the first rostered day off was accrued. Consent to accrue rostered days off shall not be unreasonably withheld by either party.

- (d) Different methods of implementation of the 38 hour week may apply to individual employees, groups or sections of employees in the business concerned.

6.1.3 *Procedures for enterprise level discussions*

- (a) The employer and all employees concerned in each establishment shall consult over the most appropriate means of implementing and working a 38 hour week.
- (b) The objective of such consultation shall be to reach agreement on the method of implementing and working the 38 hour week in accordance with clause 6.1.2.
- (c) The outcome of such consultation shall be recorded in writing.
- (d) In cases where agreement cannot be reached as a result of consultation between the parties, either party may request the assistance or advice of their relevant employee or employer organisation.
- (e) Notwithstanding the consultative procedures outlined above, and notwithstanding any lack of agreement by employees, the employer shall have the right to make the final determination as to the method by which the 38 hour week is implemented or worked from time to time.
- (f) After implementation of the 38 hour week, upon giving 7 days' notice or such shorter period as may be mutually agreed upon, the method of working the 38 hour week may be altered from time to time following negotiation between the employer and employees concerned, utilising the foregoing provisions of clause 6.1, including 6.1.3(e).

6.1.4 Except as prescribed in clause 1.7 in Appendix 2, the above provisions of clause 6.1 shall apply to employees of Inghams Enterprises Pty Limited.

6.2 Meal breaks

All employees shall be allowed not less than one-half hour or more than one hour for a meal, and unless otherwise mutually agreed such meal break shall commence not earlier than 3 hours nor later than 6 hours after commencing work.

6.2.1 Notwithstanding clause 6.2, employees of Inghams Enterprises Pty Limited, meal break provision is prescribed at clause 1.8 in Appendix 2.

6.3 Rest pauses

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

Provided that where there is agreement between the employer and the majority of employees, periods of work can be re-arranged by moving rest pauses so there is less disruption to the daily work.

6.4 Overtime

6.4.1 All time worked in excess of the ordinary working hours or outside the ordinary starting and ceasing times on any one day shall be deemed overtime and shall be paid for at the rate of time and a-half for the first 3 hours and double time thereafter:

Provided that all time worked on an employee's rostered day off in each week shall be paid for at the rate of double time, with a minimum of 2 hours' work or payment therefore.

6.4.2 *Meal allowances*

- (a) Where an employee is called upon to work overtime for more than one and a half hours after the ordinary ceasing time they shall be paid by the employer the sum of \$12.10 as meal money.
- (b) Where an employee has provided themselves with customary meals because of receipt of notice to work overtime, in the event of the work not being done or ceasing before the respective meal times, the employee shall be entitled to an allowance of \$12.10 for each meal so provided.

- (c) Where an employee is called upon to work overtime for not less than one and a half hours after their ordinary ceasing time, the employee shall be allowed a meal break of 30 minutes in the employer's time, before commencing such overtime.
- (d) An employee working overtime after normal ceasing time shall be allowed a meal break of 30 minutes without deduction of pay after each 4 hours of overtime worked if the employee continues work after such crib time.

6.4.3 Notwithstanding clauses 6.4.1 and 6.4.2, employees of Inghams Enterprises Pty Limited overtime for shift workers provision is prescribed at clause 1.9 in Appendix 2.

PART 7 - LEAVE OF ABSENCE AND PUBLIC HOLIDAYS

7.1 Annual leave

7.1.1 Every employee (other than a casual employee) covered by this Award shall at the end of each year of their employment be entitled to an annual leave on full pay of 4 weeks.

For the purposes of clause 7.1 "year of employment" shall mean and include any year of employment completed on or after 3 December 1973.

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 7.1.3) 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 to the employee, the employee's pay, calculated in accordance with clause 7.1.5, for 4 weeks and also the employee's ordinary pay for any public holiday occurring during such period of 4 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 to the employee, an amount equal to 1/12th of the employee's pay for the period of their employment calculated in accordance with clause 7.1.5.

Reasonable notice shall be given to each employee of such annual leave becoming due.

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

7.1.5 Calculation of annual leave pay

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

- (a) Shift Workers - Subject to clause 7.1.5(c) the rate of wage to be paid to a shift worker shall be the rate payable for work in ordinary time according to the employee's roster or projected roster, including Saturday, Sunday or public holiday shifts.
- (b) Leading Hands, etc. - Subject to clause 7.1.5(c), Leading Hand allowances 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 the provisions of clause 7.1.5(d), in no case shall the payment by an employer to an employee be less than the sum of the following amounts:
 - (i) The employee's ordinary wage rate as prescribed 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 1/2% of the amounts referred to in clause 7.1.5(c)(i) and 7.1.5(c)(ii).

(d) Clause 7.1.5(c) does not apply to:

(i) any period or periods of annual leave:

- exceeding 5 weeks in the case of employees employed in a calling where 3 shifts per day are worked over a period of 7 days per week; or
- exceeding 4 weeks in any other case; or

(ii) employers (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 Notwithstanding this clause, employees of Inghams Enterprises Pty Limited, annual leave provisions are prescribed at clause 1.10 in Appendix 2.

7.2 Sick leave

7.2.1 Entitlement

- (a) Every employee, except casuals and school-based apprentices and trainees, is entitled to 60.8 hours' sick leave for each completed year of their employment with their employer.
- (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 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 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; 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 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 All work done by any employee on:

- the 1st January;
- the 26th January;
- Good Friday;
- Easter Saturday (the day after Good Friday);
- Easter Monday;
- the 25th April (Anzac Day);
- The Birthday of the Sovereign;
- Christmas Day;
- Boxing Day; or
- any day appointed under the *Holidays Act 1983*, to be kept in place of any such holiday

will be paid for at the rate of double time and a-half with a minimum of 4 hours.

7.6.2 *Labour Day*

All employees covered by this Award shall be entitled to 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 shall 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 rate prescribed for such work with a minimum of 4 hours.

7.6.3 *Annual show*

All work done by employees in a district specified from time to time by the Minister by notification published in the Gazette on the day appointed under the *Holidays Act 1983-1985*, 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, shall be paid for at the rate of double time and a-half with a minimum of 4 hours.

7.6.4 *Double time and a-half*

For the purposes of clause 7.6, where the rate of wages is a full-time rate, "double time and a-half" shall mean one and one-half day's wages in addition to the prescribed full-time rate, or *pro rata* if there is more or less than a day.

All time worked 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 worked outside the ordinary starting and ceasing times on an ordinary working day.

7.6.5 *Stand down*

Any and every employee who, having been dismissed or stood down by their employer during the month of December in any year, shall be re-employed by that employer at any time before the end of the month 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 so dismissed or stood down, be entitled to be paid and shall be paid by their 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 their dismissal of standing down to and including the date of their re-employment as aforesaid.

7.6.6 *Rostered day off falling on Public Holiday*

Any employee whose rostered day off falls on any of the holidays mentioned in clause 7.6, shall be paid an additional day's wages.

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 Commitment to Training

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:

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

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

10.1 Amenities

The provisions of the *Workplace Health and Safety (Miscellaneous) Regulations 1995* (as amended from time to time) pertaining to accommodation and amenities shall apply to all establishments covered by this Award.

10.2 Clothing, equipment and tools

10.2.1 Tools

All tools shall be supplied by the employer to the employees, but the employees shall be liable for damage done to such tools wilfully or by reason of negligence.

10.2.2 Gloves

The employer shall, on request, supply suitable gloves to employees required to clean cages or handle dead birds. Such gloves shall remain the property of the employer. If the employee fails to take reasonable care of, or fails to return such gloves, the employer may recover from the employee concerned the value of such gloves.

10.3 Wet weather

10.3.1 All time lost through wet weather shall be paid for provided the employees turn up on the work and hold themselves in readiness. The employer or other person under whose direction the employees are working shall decide whether or not it is too wet to work:

Provided that when employees are prevented by wet weather from following their usual work, unless they are willing to perform during such wet weather any work the employer may direct them to do, they shall not be entitled to payment for such time lost.

10.3.2 When an employee is required to perform work in the rain and by doing so gets the employee's clothes wet, the employee shall be paid double rates for all work so performed. Such payment shall continue until such time as the employee finishes work or is able to change into dry clothing:

Provided that where effective waterproof clothing (consisting of souwester, raincoat and waterproof rain trousers) is made available by the employer for the use of employees required to work in the rain the payment of double rates herein prescribed shall not apply.

10.4 Accident or sickness

When 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 transport to hospital.

10.5 First aid

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

PART 11 - AWARD COMPLIANCE AND UNION RELATED MATTERS

Preamble

Clauses 11.1 and 11.2 replicate legislative provisions contained within the Act. In order to ensure the currency of

existing legal requirements parties are advised to refer to sections 366, 372 and 373 of the Act as amended from time to time.

11.1 Right of entry

11.1.1 Authorised industrial officer

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

11.1.2 Entry procedure

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

11.1.3 Inspection of records

- (a) An authorised industrial officer is entitled to inspect the time and wages record required to be kept under section 366 of the Act.
- (b) An authorised industrial officer is entitled to inspect such time and wages records of any former or current employee except if the employee:
 - (i) is ineligible to become a member of the Union; or
 - (ii) is a party to a QWA or ancillary document, unless the employee has given written consent for the records to be inspected; or
 - (iii) has made a written request to the employer that the employee does not want the 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 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 full-time, 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 Posting of award

A copy of this Award shall be exhibited in a conspicuous and convenient place on the premises of the employer.

11.4 Union encouragement

Clause 11.4 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.

11.4.1 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.

11.4.2 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.

11.4.3 *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.

11.5 Union tickets

The employer may, on the request in writing of any employee, pay to the Union, out of the money due to the employee in respect of wages, the annual contribution of such employee as a member of the Union.

Appendix 1

This Appendix shall apply to Darwalla Farming and Plant Pty Ltd and its employees engaged as Catchers on or in connection with Poultry Farms and Hatcheries:

1. Catchers Allowance

Catchers of Darwalla Farming and Plant Pty Ltd required as part of their normal duties to deliver by truck, caged chickens/poultry to processing plants, shall be paid \$1.711 per hour in addition to the prescribed rates.

2. Catchers - Hours of Work

- (a) Catchers of Darwalla Farming and Plant Pty Ltd ordinary hours shall be between the hours of 7:00 p.m. and 9:00 a.m. Such ordinary hours shall not exceed 10 in 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. Such ordinary hours shall not exceed 38 in any one week. The ordinary week shall be between 7:00 p.m. Sunday to 9:00 a.m. Friday inclusive.

Catchers shall be allowed 30 minutes for crib in the employer's time between the third and sixth hour of each working day for which no deduction of pay shall be made.

- (b) Catchers shall be paid 30% of the ordinary weekly rate prescribed in clause 5.2 of the Award, in compensation for working permanent night work, in addition to the ordinary weekly rate.

This Appendix 1 has been inserted as a result of an application to make this amendment arising from the decision of the Full Bench of the Commission on 30 June 2004 (published at 176 QGIG 494-7) to move to declare Industrial Agreements obsolete. Given the origin of this clause the provisions contained within it are not to be used as a precedent for any other matter whatsoever.

Appendix 2

1.1 Coverage

1.1.1 Appendix 2 applies to all employees of Inghams Enterprises Pty Limited, working on or in connection with meat chicken farms, hatchery supply and breeding farms, experimental chicken farms and hatcheries, and all employees working in or in connection with their feed supply mills, but shall not apply to Managers, experimental, or other, qualified professional staff.

1.2 Employment categories

1.2.1 Employees covered by Appendix 2 shall be advised in writing of their employment category upon appointment. Employment categories are:

- (a) Full-time; and
- (b) Casual (as prescribed in clause 1.4).

1.3 Full-time employment

'Full-time employee' means a person who is engaged to work on a full-time basis.

1.4 Casual employment

'Casual employee' shall mean an employee engaged as such and paid on an hourly basis. Casual employees shall be paid 1/38th of the ordinary weekly rate prescribed for the class of work on which they are engaged, per hour, plus 23% loading:

Provided that minimum payment for 3 hours shall be made by the employer on any one day.

1.5 Wage rates

1.5.1 The minimum rates of pay for the undermentioned employees shall be as follows:

	%	Per week \$
Farm and Hatchery Employees - Catchers		635.70
Farm Hands and Hatchery Employees		615.90
Laboratory Assistant		647.40
Mill Employee - Level 4	100	685.00
Mill Employee - Level 3	97.5	670.90
Mill Employee - Level 2	95	656.80
Mill Employee - Level 1	90	628.60

The rates prescribed above for mill employees shall be inclusive of an amount of \$6.40 per week which shall be deemed as compensation for the dirty and dusty conditions encountered by employees during the performance of their work.

NOTE 1: 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.

1.5.2 *Probationary period* - Provided that new employees on entering the enterprise shall be paid \$5.00 per week less than the classification rate for the position on which they are engaged for a period up to 4 weeks. Such time shall be considered as a familiarisation/probationary period.

1.5.3 *Juniors*

	Percentage of Minimum rate for adults %
15 and under 16 years	50
16 and under 17 years	55
17 and under 18 years	65
18 and under 19 years	75

And thereafter the wage prescribed for adults.

1.5.4 *Classification Definitions* - Mill Employees

Mill Employee - Level 4

(a) An employee at this level:

- (i) works under limited supervision;
- (ii) oversees the work of other employees;

- (iii) is responsible for the quality of their own work;
- (iv) has decision making responsibility within policies and plans;
- (v) performs work to trades standard or equivalent; and
- (vi) has proved and demonstrated skills to the standard of this level.

(b) Typical Tasks

- (i) operate the stock feed control panel;
- (ii) operate hammer mill;
- (iii) operate soft dump system; and
- (iv) licensed operation of boiler.

Mill Employee - Level 3

(c) An employee at this level:

- (i) works under general supervision;
- (ii) is responsible for the quality of their own work;
- (iii) has limited decision making; and
- (iv) has proven and demonstrated skills to the standard of this level.

(d) Typical Tasks

- (i) set pellet mill (presses);
- (ii) operate pellet mill;
- (iii) load bulk feed;
- (iv) identify product specification problems;
- (v) sample product;
- (vi) record test results;
- (vii) adjust crumble rolls and operate cereal grinder;
- (viii) sample grain intake;
- (ix) test incoming grain;
- (x) complete grain reports;
- (xi) clean out equipment;
- (xii) select appropriate equipment for maintenance tasks;
- (xiii) grease and oil equipment for maintenance tasks; and
- (xiv) operate boiler.

(e) Promotional Criteria

An employee remains at this level until they have developed the skills to allow the employee to effectively perform the tasks required of this function and are assessed to be competent to perform effectively at a higher level so as to enable them to progress as a position becomes available.

Mill Employee - Level 2

(f) An employee at this level:

- (i) works under general supervision;
- (ii) is responsible for the quality of their own work;
- (iii) has limited decision making; and
- (iv) has proven and demonstrated skills to the standard of this level.

(g) Typical Tasks

- (i) record incoming/outgoing goods;
- (ii) operate weighbridge;
- (iii) operation of a forklift;
- (iv) operate pre-mix;
- (v) sample products; and
- (vi) assist other employees as directed.

(h) Promotional Criteria

An employee remains at this level until they have developed the skills to allow the employee to effectively perform the tasks required of this function and are assessed to be competent to perform effectively at a higher level so as to enable them to progress as a position becomes available.

Mill Employee - Level 1

An adult employee recruited into the company who is unable to meet the requirements of level 2 who will remain in level 1 until such time as they have satisfactorily completed the training to be able to competently perform work at level 2.

1..6 Allowances

1.6.1 *Extra payments for afternoon and night shift workers* - All afternoon and night shift workers shall be paid the following, in addition to their ordinary rates:

(a) Afternoon shift allowance

The percentage allowance to be 12.5% or \$9.70 per shift (whichever is the greater).

'Afternoon shift' means any shift finishing subsequent to 4.00 p.m. and at or before midnight.

(b) Night shift allowance

The percentage allowance to be 15% or \$9.70 per shift (whichever is the greater).

'Night shift' means any shift finishing subsequent to midnight and at or before 8.00 a.m.

1.6.2 *Fork lift operators* - Employees driving end-loaders, tractors, and/or fork-lift trucks, in a farm or hatchery shall be paid an extra \$2.077 per hour whilst so engaged.

1.6.3 Employees in a feedmill engaged on cleaning the mixer, surge bin, weigh hopper, dump hopper and raw ingredients bins numbers 1 to 28, shall be paid an additional \$3.788 per hour whilst so engaged.

1.6.4 Employees in a feedmill engaged on cleaning finished products bins numbers 1 to 28, the tallow rumbler and the grain dump pit, shall be paid an additional \$3.788 an hour whilst so engaged.

1.6.5 Employees in a feedmill engaged on block stacking shall be paid an additional 50.15 cents per hour whilst so engaged.

1.6.6 Employees in a feedmill engaged on stacking, other than block stacking, shall be paid an additional 42.8 cents per hour whilst so engaged.

1.6.7 Employees in a feedmill engaged in taking off branded bags from the branding machine, shall be paid an additional 42.8 cents per hour whilst so engaged.

1.6.8 *Leading hands* - Employees appointed as leading hands shall be paid as follows:

In charge of up to and including 2 employees - \$14.40 extra per week;

In charge of over 2 and up to 5 employees - \$16.55 extra per week; and

Over 5 employees - \$21.40 per week.

In a hatchery or farm, such additional amounts shall form part of the weekly wage in the calculation of overtime payments, annual leave pay, public holiday pay, sick pay and long service leave pay.

1.6.9 *Loading containers* - Employees in a feedmill required to load containers shall be paid an additional \$1.2835 per hour whilst so engaged.

1.6.10 Farm hands required to do blood testing shall be paid 69.1 cents per hour allowance whilst so engaged.

1.6.11 *Laundry allowance* - Employees who are required to launder working clothes supplied by the employer shall be paid a laundry allowance of \$6.20 per week.

1.6.12 The employee appointed to do first aid attendant's duties shall be paid a sum of \$13.50 per week in addition to such employee's rate of wages as prescribed by this Schedule. In a feedmill only, the employer shall provide and maintain a first-aid room.

1.6.13 Employees working in wet places shall be provided with suitable boots or be paid \$1.71 per day in addition to the rates prescribed by this Award. A place shall be deemed to be "wet" when water other than rain is continually dropping from overhead so that the clothing of the workmen employed therein will become wet, or where there is slush or water underfoot so that the feet of the workmen employed therein will become wet. No place shall be considered wet where the wetness is caused by a jet or spraying of water.

1.7 Hours of work

Poultry Farm and Hatchery Employees - Inghams

- 1.7.1 The ordinary hours of work shall be an average of 38 per week and may be worked on any Monday to Saturday inclusive, average of 38 per week and may be worked on any Monday to Saturday inclusive, to be worked on one of the following basis:
- (a) 38 hours within a work cycle not exceeding 7 consecutive days; or
 - (b) 76 hours within a work cycle not exceeding 14 consecutive days; or
 - (c) 114 hours within a work cycle not exceeding 21 consecutive days; or
 - (d) 152 hours within a work cycle not exceeding days.
- 1.7.2 The ordinary hours for Catchers shall be between the hours of 6.00 p.m. and 5.00 a.m., Sunday to Thursday inclusive.
- 1.7.3 Ordinary hours performed on Saturday within the established spread of hours shall be paid at the rate of time and a half.
- 1.7.4 *Shift Workers*
- (a) Employees who are working a permanent night shift, i.e. Catchers, shall be paid 30% of the daily rate in lieu of the night shift allowance.
 - (b) Shift workers shall be allowed 30 minutes for crib in the employer's time and unless otherwise mutually agreed shall be taken between the 3rd and 6th hour of each shift for which no deduction of pay shall be made.
 - (c) Employees working a 3 shift roster shall, where possible, be rotated so that each employee works no more than one week on each shift during each tri-weekly period unless otherwise agreed.
- 1.7.5 Hours of work which are different from those specified above may be worked by agreement between the employer and the Branch Secretary of The Australian Workers' Union of Employees, Queensland.

Poultry Feed Supply Mills - Inghams

- 1.7.6 The ordinary hours of work shall be an average of 38 per week and may be worked on any Monday to Saturday inclusive, average of 38 per week and may be worked on any Monday to Saturday inclusive, to be worked on one of the following basis:
- (a) 38 hours within a work cycle not exceeding 7 consecutive days; or
 - (b) 76 hours within a work cycle not exceeding 14 consecutive days; or
 - (c) 114 hours within a work cycle not exceeding 21 consecutive days; or
 - (d) 152 hours within a work cycle not exceeding 28 days.
- 1.7.7 Ordinary hours performed on Saturday within the established spread of hours shall be paid for at the rate of time and a-half.
- 1.7.8 *Shift Workers*
- (a) The ordinary starting and ceasing times each day shall be as mutually arranged between the employer and employees.
 - (b) Shift workers shall be allowed 30 minutes for crib in the employer's time and unless otherwise mutually agreed shall be taken between the 3rd and 6th hour of each shift for which no deduction of pay shall be made.
 - (c) Employees working a three shift roster shall, where possible, be rotated so that each employee works no more than one week on each shift during each tri-weekly period unless otherwise agreed.
- 1.7.9 Hours of work which are different from those specified above may be worked by agreement between the employer and the Branch Secretary of The Australian Workers' Union of Employees, Queensland.

1.8 Meal breaks

- 1.8.1 Where an employee is called upon to work for more than one and a-half hours after the ordinary ceasing time, the employee shall be allowed a-half hour for a meal after the first hour and a-half worked, and shall be supplied with a suitable meal by the employer or shall be paid \$12.10 in lieu thereof.
- 1.8.2 Employees who are required to work a further period of at least 4 hours after having been given such a meal break shall be allowed a further break of 30 minutes after each further 4 hours of work for which no deduction of pay shall be made. In respect of each such meal break the employees shall be provided with a suitable meal by the employer, or they shall be paid \$12.10 in lieu of each such meal. Meal breaks shall not be considered as time worked when evaluating the 4-hourly working periods in clause 1.10.
- 1.8.3 Where an employee has provided themselves with a meal or meals because of receipt of notice to work overtime, the employee shall, in the event of the work not being done, or ceasing before the respective meal times, be entitled to an allowance of \$12.10 for each such meal so provided.

1.9 Overtime

1.9.1 Shift workers

All time worked by shift workers in excess of their normal daily rostered working hours shall be paid for at the rate of double time, with a minimum of 4 hours' work or payment therefore for all time worked on Sunday.

Where an employee is called upon to work during such employee's ordinary meal break, the employee shall be paid at the rate of double time until such time as a meal break is taken or the employee ceases work.

Any employee recalled to work after such employee's ordinary finishing time shall be paid a minimum of 4 hours.

All employees shall work reasonable overtime when required to do so by the employer.

A feedmill employee who works so much overtime between the termination of the employee's ordinary work on one day and the commencement of 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 1.9.1 be released after completion of such overtime until the employee has had 10 consecutive hours off duty without loss of pay for ordinary working time occurring during such absence. If on the instructions of the employer such an employee resumes or continues work without having had such 10 consecutive hours off duty, the employee shall be paid double rates until the employee is 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:

Provided that, where a feedmill employee is recalled to work after the ordinary ceasing time, overtime worked in such circumstances shall not be regarded as overtime for the purposes of clause 1.9.1 where the actual time worked is less than 4 hours on such recall or on each of such recalls.

The provision of clause 1.9.1 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 involved:

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

1.10 Annual leave

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

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

1.10.2 For the purposes of clause 1.10 "year of employment" shall mean and include any year of employment completed on or after 3 December 1973. Such annual leave shall be exclusive of any public holiday which may occur during the period of that annual leave and (subject to clause 1.10.6) 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 Schedule, 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 Schedule.

1.10.3 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 to the employee, such employee's pay, calculated in accordance with clause 1.10.6 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.

1.10.4 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 such employee's pay for the period of employment if the employee to whom clause 1.10.1(a) applies, and 1/12th of such employee's pay for the period of employment if the employee to whom clause 1.10.1(b) applies, calculated in accordance with clause 1.10.6.

1.10.5 Reasonable notice of the commencement of annual leave shall be given to the employee. Except as hereinbefore provided, it shall not be lawful for the employer to give or for any employee to receive payment in lieu of annual leave.

1.10.6 *Calculation of annual leave pay* - In respect to annual leave entitlements to which clause 1.10 applies, annual leave pay (including any proportionate payments) shall be calculated as follows:

(a) Shift workers - Subject to clause 1.10.6(c) the rate of wage to be paid to a shift worker shall be the rate payable for work in ordinary time according to the employee's roster or projected roster, including Saturday, Sunday or holiday shifts.

(b) Leading hands - Subject to clause 1.10.6(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 the provisions of clause 1.10.6(d), in no case shall the payment by an employer to an employee be less than the sum of the following amounts:

(i) the employee's ordinary wage rate as prescribed by the Schedule for the period of the annual leave (excluding shift premiums and weekend 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 1.10.6(c)(i) and (ii).

(d) The provisions of clause 1.10.6(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.

1.11 Protective boots

The employer shall provide protective boots to employees free of cost.

1.12 General conditions

1.12.1 Farm and Hatchery employees shall be allowed 10 minutes per day for washing purposes.

1.12.2 Suitable hot water facilities shall be provided by the employer.

1.12.3 Earth or septic toilets shall be provided by the employer on all farms.

1.12.4 Hot and cold showers shall be provided by the employer.

1.12.5 Farm hands required to catch poultry for the abattoirs shall be paid the catcher's wage rate with a minimum of 4 hours.

Schedule

List of employers with Second Tier Orders which to varying degrees modify the Provisions of this Award

Name		
Permanent Heads of Queensland Government		1.8.88
Departments	B122/88	9.9.88

Dated 23 October 2002.

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

Operative Date: 23 December 2002