

QUEENSLAND INDUSTRIAL RELATIONS COMMISSION

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

**POULTRY PROCESSING AWARD - STATE 2003**

Pursuant to s. 698 of the *Industrial Relations Act 1999* Poultry Processing Award - State 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 Poultry Processing Award - State 2003 as at 10 December 2009.

Dated 10 December 2009.

G.D. Savill  
Industrial Registrar

**POULTRY PROCESSING AWARD - STATE 2003**

**PART 1 - APPLICATION AND OPERATION**

**1.1 Title**

This Award is known as the Poultry Processing Award - State 2003.

**1.2 Arrangement of award**

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**1.3 Application of Award**

This Award applies to employees and their employers engaged in poultry processing for domestic and export industry to the exclusion of all other Awards of the Commission.

**1.4 Date of operation**

This Award takes effect from 17 February 2003.

**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 The "Commission" means the Queensland Industrial Relations Commission.

- 1.5.3 "Ordinary Working Hours" shall, except where otherwise provided herein, be any 7.6 hours between the ordinary starting time and the ordinary ceasing time on any day, except meal times.
- 1.5.4 "Ordinary Rate" means the amount per week as prescribed by this Award for the appropriate classification, and where required as an hourly rate, the above amount divided by the number of ordinary hours prescribed by this Award.
- 1.5.5 "Ordinary Pay" means the amount of wages paid to an employee by an employer, excluding any penalty payments.
- 1.5.6 "Outside Ordinary Working Hours" on any day means between midnight the previous day and ordinary starting time, and/or between the ordinary ceasing time and midnight.
- 1.5.7 "Union" means the Australasian Meat Industry Union of Employees (Queensland Branch).
- 1.5.8 "Week Days" - Mondays, Tuesdays, Wednesdays, Thursdays, and Fridays.

(a) "A Week" means Monday to Friday, inclusive.

(b) "A Day's Work" means 7.6 hours or as otherwise permitted by clause 6.1 (Hours).

(c) "Regular Employees" means employees who are engaged as such.

(d) "Mutually Agreed" or "Mutual Arrangement" implies agreement between the management of the works concerned and the representatives (not exceeding 2) of the employees at such works:

Provided that the representatives shall not have power to make agreements or arrangements lasting beyond 7 days unless same are sanctioned by the District Secretary or State Secretary of the Union.

## **1.6 Divisions and districts**

For the purpose of this Award, the divisions and districts shall be as follows:

### *1.6.1 Divisions*

(a) 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.

(b) 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.

### *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 Mackey 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 1.3 and their employers, and the Australasian Meat Industry Union of Employees, (Queensland Branch) 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 Consultation**

- 3.1.1 The parties to this Award are committed to co-operating positively to increase the efficiency, productivity and competitiveness of the industry covered by this Award and to enhance the career opportunities and job security of employees in this industry.
- 3.1.2 At each plant or enterprise, an employer, the employees and their Union commit themselves to establishing a consultative mechanism and procedures appropriate to the size, structure and needs of that plant or enterprise. Measures raised by the employer, employees or the Union for consideration consistent with the objectives of clause 3.1.1 shall be processed through that consultative mechanism and procedures.

### **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 3.2.4.
- 3.2.4 If the grievance or dispute is still unresolved after discussions mentioned in clause 3.2.2, the matter shall, in the case of a member of the Union, be reported to the relevant officer of the 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**

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); or
- (c) part-time (as prescribed in clause 4.3).

### **4.2 Casual employees**

- 4.2.1 A casual employee is an employee employed for less than an average of 38 hours in any one week.
- 4.2.2 Casual employees shall be paid an additional 23% per hour, with a minimum of 4 hours' pay on any day on which they are engaged.
- 4.2.3 Casual employees shall be paid once per week on a day fixed by the employer. Should the services of the casual be no longer required, the casual shall be paid promptly at ceasing time on the day their services are terminated, provided that night pick-up casuals shall be paid during Ordinary Working Hours on the day following the termination of the engagement.

### **4.3 Part-time employment**

- 4.3.1 A part-time employee is an employee who:
- (a) is employed for not less than 20 hours per week and for not more than 32 ordinary hours per week; and
  - (b) has reasonably predictable hours of work; and
  - (c) receives, on a proportionate basis, equivalent pay and conditions to those of full-time employees covered by this Award.
- 4.3.2 At the time of engagement, the employer and the employee will agree in writing on the pattern of work required, including specifying the number of ordinary hours per week, the days on which the work is to be performed and the usual daily starting and finishing times.
- 4.3.3 The agreed number of ordinary hours per week will only be changed by mutual agreement. Any such agreed amendment to the number of weekly hours of work will be recorded in writing.
- 4.3.4 Any amendment to the work pattern will be in accordance with methods of altering the ordinary hours of work for full-time employees or a lesser period where Mutually Agreed.
- 4.3.5 An employer is required to roster a regular part-time employee for a minimum of 4 consecutive hours on any day.
- 4.3.6 All time worked outside the spread of Ordinary Working Hours as provided for in clause 6.1 and all time worked in excess of the hours as mutually arranged in clause 4.3.2 or 4.3.3 will be overtime and paid for at the rates prescribed in clause 6.4 - Overtime, of this Award.
- 4.3.7 A part-time employee must be paid for ordinary hours worked at the rate of 1/38th of the weekly rate prescribed for the class of work performed.

- 4.3.8 Where a public holiday falls on a day upon which an employee is normally employed, that employee shall be paid the appropriate rate for the number of hours normally worked on that day.
- 4.3.9 Where an employee and their employer agree in writing, part-time employment may be converted to full-time, and vice-versa. If such an employee transfers from full-time to part-time (or vice-versa), all accrued award and legislative entitlements shall be maintained. Following transfer to part-time employment accrual will occur in accordance with the provisions relevant to part-time employment.

#### **4.4 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 Trainees**

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

#### **4.6 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 amended from time to time which includes:
- (a) discrimination on the basis of sex, marital status, family responsibilities, pregnancy, parental status, age, race, impairment, religion, political belief or activity, trade union activity, lawful sexual activity and association with, or relation to, a person identified on the basis of any of the above attributes;
  - (b) sexual harassment; and
  - (c) racial and religious vilification.
- 4.6.2 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.
- 4.6.3 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 clause 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  
Not more than 1 year

Period of Notice  
1 week

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

(b) In addition to the notice in (a) above, employees 45 years old or over and who have completed at least 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 an employee shall be the same as that required of an employer, save and except that there shall be no additional notice based on the age of the employee concerned. If an employee fails to give notice, the employer shall have the right to withhold monies due to the employee with a maximum amount equal to the amount the employee would have received under clause 4.7.2.

#### 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.
- (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 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, 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 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(a), 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) 'Consultation before terminations', 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 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 Classification structure**

For the purposes of this Award, employees shall be graded by the employer into the appropriate level of the following classification structure:

#### 5.1.1 *Process employee level 5*

New employee with less than 3 months' experience:

#### Skills/duties

- Undertakes structured induction training.
- Works under direct supervision, either individually or in a team environment.
- Undertakes training in company quality systems.
- Exercises minimum discretion.
- Undertakes training for any task. This may involve training in more than one specific area depending on the employees application to that/these tasks.

#### Promotional criteria

An employee remains at this level for the first 3 months or until they are capable of effectively performing the tasks required of this function so as to enable them to progress to a higher level as a position becomes available.

#### 5.1.2 *Process employee level 4*

##### Skills/duties

- Responsible for the quality of their work within this level.
- Undertakes duties in a safe and responsible manner.
- Exercises minimal judgment.

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

- (a) Launder of protective clothing in the factory environs.
- (b) Cleaning the amenities, canteen and general processing areas.
- (c) General gardening and cleaning around work place areas.
- (d) Making cartons.

#### 5.1.3 *Process employee level 3*

##### Skills/duties

- Responsible for the quality of their own work within this level.
- Will be required to have a working knowledge of company quality systems.
- Works in a team environment.

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

- (a) Back-up to automatic evisceration.
- (b) Except as elsewhere provided, employees whose principal duties include all work after the evisceration section up to entry into a permanent cold storage area.
- (c) Process material handling.
- (d) General work associated with the preparation, packing and storage of cooked and uncooked processed poultry products using steam and/or other means of heating.
- (e) All mincing, filling, debone and skinning machine operation, flavour injector, and mixer.
- (f) May be required to obtain licence to operate forklift or to perform basic maintenance procedure.

#### 5.1.4 *Process employee level 2*

##### Skills/duties

- Responsible for the quality of their own work within this level.
- Will be required to have a working knowledge of company quality systems.
- Works in a team environment.

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

- (a) All tasks associated with storage and retrieval of finished poultry products to or from freezing chambers as a part of their load checking duties.
- (b) All tasks associated with hanging live birds, back-up kill and manual evisceration.
- (c) Adult employees driving a semi-trailer of any capacity within plant environs, loading and unloading the vehicle, monitoring livestock cooling devices and completes records as required.
- (d) May be required to be licensed to operate forklift or to perform basic maintenance procedure.
- (e) Rendering or digestion operations.
- (f) A specialist cleaner using steam and chemicals to sanitise food processing equipment after the processing is completed.

#### 5.1.5 *Process employee level 1*

##### Skills/duties

- Responsible for the quality of their own work within this level.
- Will be required to have a working knowledge of company quality systems.
- Works in a team environment.

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

- (a) Deboning poultry with a knife on a chain or bench, manual circular knife operation, manual band saw operation.
- (b) Product recording, having attained the appropriate industry standard.
- (c) Quality assistant who has attained appropriate industry qualifications.
- (d) Knife sharpening where duties include deboning poultry with a knife.

## 5.2 **Promotional criteria** (applicable to all levels)

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

## 5.3 **Wages and classifications**

The minimum rates of wages payable to the following classes of adult employees shall be:

Classification	Per Week \$
Process Employee - Level 1	632.30
Process Employee - Level 2	622.10
Process Employee - Level 3	617.80
Process Employee - Level 4	611.40
Process Employee - Level 5	587.40

NOTE: 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.

(The above rates include compensation for all general disabilities associated with work in the poultry industry.)

## 5.4 **Divisional and district allowances**

Adult employees in the Mackay Division shall be paid 90c per week and adult employees in the Eastern District of the Northern Division shall be paid \$1.05 per week in addition to the rates above prescribed.

Adult employees in the Western District of the Southern Division shall be paid \$1.05 per week and adult employees in the Western District of the Northern Division shall be paid \$2.20 per week in addition to the rates prescribed for the corresponding Eastern Districts.

### 5.5 Mixed functions

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

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

### 5.6 Juniors

	Percentage of appropriate adult classification for the respective divisions or districts %
Under 16 years	60
16 years and under 17 years	70
17 years and under 18 years	80

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

### 5.7 Payment of wages

Wages shall be payable weekly and shall where it is practicable to do so, be by way of electronic funds transfer.

### 5.8 Leading hands

- 5.8.1 A leading hand may be appointed by the employer to assist in the good order of work flow in an operating area by receiving production instructions and allocating the work flow to employees, controlling the standard and quality of work and work output to targets set by the supervisor, reporting shortages in labour, material or plant failures and bringing any deficiencies to the attention of the supervisory staff for action. However, this does not preclude the leading hand from giving training but only on the direct instructions of a supervisor etc.
- 5.8.2 Leading hands shall be responsible to supervisors for the maintenance of quality control and company policy.
- 5.8.3 Leading hands shall not become involved in planning of annual leave rosters and rostered days off. However, a leading hand may give advice to the supervisor to assist with the compilation of annual leave rosters and rostered days off to ensure a satisfactory work flow and efficiency. A leading hand shall not break any confidence placed in the leading hand by fellow employees or by management.
- 5.8.4 Leading hands - Employees appointed by the employer to occupy the position of leading hand shall be paid the following additional rates:

	Per day (\$)
(a) When in charge of not more than 10 employees	4.22
(b) When in charge of more than 10 and not more than 20 employees	5.85
(c) When in charge of more than 20 employee	7.39

### 5.9 Allowances

- 5.9.1 Employees required to work in freezing rooms shall be paid 75.15c per hour extra for all time worked in such rooms.
- 5.9.2 Forklift drivers shall be paid \$22.10 per week extra:

Provided that this allowance shall not apply to pallet truck operators.

- 5.9.3 Employees when working in the inedible offal room shall be paid 45.65c per hour extra. Employees when engaged in hanging live birds other than in the dock area up to the final bird inspection in the evisceration area (inclusive) shall be paid 45.65c per hour.
- 5.9.4 Employees who are required to launder working clothes supplied by the employer shall be paid an allowance of \$9.22 per week.
- 5.9.5 Employees catching live birds on farms shall be paid an allowance of 45.65c per hour while so engaged.
- 5.9.6 Employees when engaged in hanging live birds in the dock area shall be paid an allowance of 55.95c per hour.
- 5.9.7 Where employees are required to hang live birds which are both wet and dirty by withdrawing the birds from the sides of cages and where the time so spent exceeds one hour per day or shift such employees shall be a paid an additional allowance at a rate of 60.35c per hour for the actual time so spent (including the one hour mentioned) with a minimum daily payment of \$1.41.
- 5.9.8 Where protective clothing and boots are not provided by the employer, the employer shall pay an allowance of 3.30c per hour to each employee working at a place where the employer's boots become wet or the employer's clothing becomes wet or stained.

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

### **6.1 Hours**

- 6.1.1 Except as hereinafter provided 38 hours shall constitute a full week's work to be worked by agreement between the Union and employers. Management shall retain the discretion to set such hours failing agreement in each establishment concerned, with the following alternatives being available:
  - (a) 7 hours 36 minutes per day.
  - (b) 4 days of 8 hours and one day of 6 hours.
  - (c) 4 hours off per fortnight.
  - (d) One day off per 4-week cycle.
- 6.1.2 The Ordinary Working Hours shall be worked between the hours of 5.00 a.m. and 5.00 p.m:

Provided that once departmental starting times are established they shall not be altered without 7 days' notice of such change to the employees concerned and the Union.

Such notice shall not apply in emergent circumstances or if Mutually Agreed:

Provided further that to meet operational requirements the spread of ordinary hours fixed in accordance with clause 6.1 may be altered by mutual agreement between the Union and the employer.
- 6.1.3 Where a public holiday falls on an employee's ordinary working day on which the employee was to be rostered off, another day shall be allowed within 10 working days at management's discretion, and without penalty..
- 6.1.4 If an employee is required to work on their rostered day off (or 1/2 day etc. as the case may be) then another day shall be substituted for the rostered day which shall be taken within 10 working days at management's discretion and without penalty.
- 6.1.5 Payment of wages shall be by the clock for time actually worked.
- 6.1.6 Where work under this Award is done in meatworks the starting and ceasing times shall be amended to accord with the meatworks hours.
- 6.1.7 The working hours for catchers shall be as Mutually Agreed.

### **6.2 Shift work**

- 6.2.1 Shifts may be worked to whatever extent is necessary to cope with the work.
- 6.2.2 A shift shall consist of the hours as provided in clause 6.1.1.

6.2.3 Shifts (other than day work) shall be of 2 classes, namely, afternoon shift and night shift.

(a) "Afternoon shift" means a shift finishing after 8.00 p.m. and at or before midnight.

(b) "Night shift" means a shift finishing after midnight and before or at 12.00 noon.

(c) "Fixed shift" means a shift which is regularly worked by the same group of employees without rotation with day work or with another shift or shifts, and which at the relevant time either -

(i) has been worked continuously for the immediately preceding period of 4 weeks, or

(ii) is intended to be worked for a continuous period of not less than 4 weeks from its commencement.

6.2.4 An employee on afternoon and/or night shift shall be paid at the Ordinary Rate plus 15 percent thereof.

6.2.5 An employee on fixed afternoon or night shift shall be paid the Ordinary Rate plus 25 per cent thereof:

Provided that employees on the cleaning gang shall be paid the Ordinary Rate plus 15 per cent.

### **6.3 Meal breaks and rest pauses**

6.3.1 A midday meal break of not less than 30 minutes shall be allowed between the 4th and 6th hour after ordinary starting time:

Provided that with the agreement of the employees concerned and the Union, such meal arrangements may be altered.

6.3.2 Rest pauses of 10 minutes each shall be allowed in the forenoon and in the afternoon, for which no deduction of pay shall be made.

6.3.3 An employee required to work overtime for more than one and a-half hours after their ordinary ceasing time shall be allowed a meal break of one half-hour at their ordinary ceasing time and shall be paid a meal allowance of \$9.60:

Provided, however, that if it can be seen that by continuing at work the work can be completed in not more than one and a-half hours after the employee's rostered finishing time, the employer and the employee may by agreement elect for the employee to continue at work until the work is completed and in that case the employer shall not be obliged under clause 6.3.3 to give a break for a meal.

6.3.4 Further meal breaks of a half-hour shall be given after each additional 4 hours worked, for which no deduction of pay shall be made:

Provided that an allowance of \$9.60 shall be paid for each meal supplied by the employee.

6.3.5 During week-end overtime, breaks of one half-hour shall be allowed for meals after each 4 hours worked.

6.3.6 The employer shall permit all employees to cease work on each full day or shift for 3 periods each of 5 minutes duration, such times to be fixed by the employer:

Provided that any employees working less than a full day or shift shall only partake in the breaks which occur during their actual working time. During such periods all employees shall be entitled to leave their position for the purpose of personal relief.

### **6.4 Overtime**

6.4.1 Employees shall work reasonable overtime to meet the needs of the industry. Except where otherwise provided, all time worked in excess or outside of the Ordinary Working Hours shall be deemed to be overtime. Such overtime shall be paid for as follows and each day shall stand alone:

(a) In the case of shift workers - at double time.

(b) In the case of day workers - at the rate of time and a-half for the first 3 hours, and double time thereafter:

Provided that where such overtime continues past midnight, double time shall continue to be paid until ordinary starting time next day, subject to clause 6.4.5.

6.4.2 Work on Saturday or Sunday shall be paid for at the rate of double time with a minimum of 4 hours' work being paid for.

6.4.3 *During meal hours* - at double time, such payment to continue until a break of the customary duration is taken. This shall not apply to 2 men at each establishment, whose midday meal hour shall, if required, be taken between 12 noon and 1.30 p.m.:

Provided that such elastic meal hour shall only be used for handling incoming supplies of birds.

6.4.4 *Catchers* - at the rate of double time when any portion of an hour is worked; payment shall be made on the basis of 15 minute periods with periods of less than 15 minutes being paid for as 15 minutes.

6.4.5 An employee who works so much overtime between the termination of that employee's ordinary work on one day and the commencement of the employee's ordinary work on the next day that the employee has not at least 8 consecutive hours off duty between those times shall, subject to clause 6.4.5, be released after completion of such overtime until the employee has had 8 consecutive hours off duty without loss of pay for ordinary working time occurring during such absence.

If on the instructions of the employer such an employee resumes or continues work without having had such 8 consecutive hours off duty, the employee shall be paid double rates until released from duty for such period. The employee shall then be entitled to be absent until the employee has had 8 consecutive hours off duty without loss of pay for ordinary working time occurring during such absence:

Provided that, where an 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 6.4.5 where the actual time worked is less than 4 hours on such recall or on each of such recalls.

6.4.6 Clause 6.4.5 shall not apply in the case of shift workers who rotate from one shift to another 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.

## **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 or 20 days at ordinary hours or equivalent thereto, i.e. 152 hours at the 38 hour rate.

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 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 one-twelfth of the employee's pay for the period of the employee's employment 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 described by the Award 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 1/2% of the amounts referred to in clauses 7.1.5(c)(i) and 7.1.5(c)(ii).
- (d) The provisions of clause 7.1.5(c) shall not apply to the following:
  - (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
    - 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.

## 7.2 Public holidays

### 7.2.1 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;
- Union Picnic Day (the first Monday in October or such other day as agreed upon between the employer and the majority of employees)
- 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.

### 7.2.2 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, 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 him at the rate of time and a-half for such work with a minimum of 4 hours.

### 7.2.3 Annual show

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

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

#### 7.2.4 *Double time and a-half*

For the purposes of clause 7.2 where the rate of wages is a weekly rate "double time and a-half" means one and one-half day's wages in addition to the prescribed weekly rate, or *pro rata* if there is more or less than a day.

#### 7.2.5 *Stand down*

Any employee, with 2 weeks or more of continuous service, whose employment has been terminated by the employer or who has been stood down by the employer during the month of December, and who is re-employed in January of the following year, shall be entitled to payment at the Ordinary Rate payable to that employee when they were dismissed or stood down, for any one or more of the following holidays, namely, Christmas Day, Boxing Day and the 1st January (New Year's Day).

7.2.6 Where a night shift falls partly on a holiday, the shift, the major portion of which falls on the holiday shall be regarded as the holiday shift. The following or preceding night shift as the case may be, which also falls on a holiday, shall be regarded as a normal shift.

Where an employee works overtime on a prescribed holiday, it shall not be regarded as work on the holiday when it is continuous with the commencement of ordinary working time for the shift the minor portion of which falls on the holiday.

### 7.3 **Sick leave**

#### 7.3.1 *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 number of hours which 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.

#### 7.3.2 *Employee must give notice*

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

#### 7.3.3 *Evidence supporting a claim*

- (a) An employee may be required to provide evidence of the illness to the employer's satisfaction, or in the event of a dispute, to the appropriate tribunal. 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 about the nature and approximate duration of the illness.
- (b) Where an employee is absent the day before or day after a public holiday or rostered day off the employee shall prove to the satisfaction of the employer if requested that the employee was unable on account of such illness or injury to attend for duty on any such day or shift for which leave is claimed. In the event of a dispute the matter will be processed through the grievance and dispute settling procedure in this Award.

#### 7.3.4 *Accumulated sick leave*

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

- (a) The employee is absent from work on unpaid leave granted by the employer.
- (b) The employer or employee terminates the employee's employment and the employee is re-employed within 3 months.

- (c) The employee's employment is terminated because of illness or injury and the employee is re-employed by the same employer without having been employed in the interim.

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

#### 7.3.5 *Workers' compensation*

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

### **7.4 Family leave**

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

#### 7.4.1 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.

#### 7.4.2 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.

### **7.5 Bereavement leave**

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

A full-time and part-time employee on the death of a member of their immediate family or household in Australia is 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.

#### 7.5.2 *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) The term "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 7.5.2

#### 7.5.3 "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.

7.5.4 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.

### **7.6 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.

### **7.7 Jury service**

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

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

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

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

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

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

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

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

### **9.1 Commitment to training and careers**

9.1.1 The parties acknowledge that varying degrees of training are provided to employees in the industry both via internal, on-the-job and through external training providers.

9.1.2 The parties commit themselves to continuing such training as is regarded by them as appropriate and improving training in cases where this is required.

9.1.3 It is agreed that the parties will co-operate in ensuring that appropriate training is available for all employees in the industry and the parties agree to co-operate in encouraging both employers and employees to avail themselves of the benefits to both from such training.

9.1.4 The parties agree to continue discussions on issues raised by the Union relating to training.

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

### **10.1 Clothing**

10.1.1 The employer shall make available free of charge for the use of each employee working the freezing rooms adequate protective clothing.

10.1.2 Clothing provided by the employer shall be collected by the employee from, and returned by the employee to, a person or place specified by the employer, in the employee's own time. If the employee fails to take reasonable care of, or fails to return, such clothing, the employer may recover from the employee concerned the value of such clothing from any monies payable to that employee.

10.1.3 Outer working clothing, headgear and boots shall be supplied by the employer.

### **10.2 Amenities**

10.2.1 The employer shall provide lockers for clothing, hot and cold showers, dressing and dining rooms, and keep them in a clean and sanitary condition with the co-operation of the employees.

10.2.2 Dressing and dining rooms shall be properly cleaned daily.

10.2.3 The employer shall provide hot water or facilities for boiling water billies at smokos and meal times.

### **10.3 First aid**

The employer shall provide and maintain an adequate first-aid outfit and appliances adjacent to the place of employment.

## **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 that employee's record inspected.
- (c) The authorised industrial officer may make a copy of the record, but cannot require any help from the employer.
- (d) A person must not coerce an employee or prospective employee into consenting, or refusing to consent, to the inspection of their records by an authorised industrial officer.

#### *11.1.4 Discussions with employees*

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

## **11.4 Trade union training leave**

11.4.1 Upon application to the employer by an accredited Union delegate which is endorsed by the Branch or District Secretary of the Union, and on giving at least one months notice, such employee representative shall be granted up to 5 working days leave each calendar year (non-cumulative), without loss of any ordinary time earning, to attend courses conducted under the auspices of the Union.

The applicant for such leave must have at least 12 months continuous service with the employer prior to such leave being taken.

11.4.2 Such application for leave shall be accompanied by a written statement from the Branch or District Office of the employee's Union advising of the nomination of the employee concerned by the Union and providing details of the course.

11.4.3 The scope, content and level of the course shall be such as to contribute to a better understanding of industrial relations within the employer's workplace.

11.4.4 Leave may only be granted where the employee concerned can be released for the period of the course without unduly effecting in an adverse manner the operations of the employer, and includes the employer being able to make prior staffing arrangements for the period involved.

11.4.5 The Union shall be entitled to nominate 2 members per annum for each 100 employees employed under this Award at any one time at each premises.

Where the employer employs more than 75 employees under this Award at any premises, but less than 100, at any one time, the Union shall have the right to nominate 2 delegates per annum.

Where 75 employees or less are employed under this Award at the premises at any one time, the Union shall have the right to nominate one or more delegate and to take up to a total entitlement of up to 5 days per annum.

Clause 11.4 shall not apply to employers who regularly employ less than 15 employees under the Award in the premises at any one time.

11.4.6 Where Union delegates change during the course of a calendar year, new delegates shall be entitled to take up any remaining leave entitlements provided by clause 11.4.

11.4.7 Such leave shall not effect other leave granted to employees under this Award.

Dated 18 December 2002.

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

Operative Date: 17 February 2003