

QUEENSLAND INDUSTRIAL RELATIONS COMMISSION

Industrial Relations Act 1999 - s. 130 - award review

SAFE FOOD QLD - EMPLOYEES' AWARD 2003

(Matter A/2010/151)

DEPUTY PRESIDENT SWAN
DEPUTY PRESIDENT BLOOMFIELD
COMMISSIONER THOMPSON

10 May 2012

AWARD REVIEW

After reviewing the above Award as required by s. 130 of the *Industrial Relations Act 1999*, this Commission orders that the Award be repealed and the following Award be made as from 10 May 2012.

SAFE FOOD PRODUCTION QUEENSLAND - EMPLOYEES' AWARD 2012

PART 1 - APPLICATION AND OPERATION

1.1 Title

This Award is known as the Safe Food Production Queensland - Employees' Award 2012.

1.2 Arrangement

| Subject Matter | Clause No. |
|--|------------|
| PART 1 - APPLICATION AND OPERATION | |
| Title | 1.1 |
| Arrangement | 1.2 |
| Coverage | 1.3 |
| Parties bound | 1.4 |
| Date of operation | 1.5 |
| Award objectives | 1.6 |
| Definitions | 1.7 |
| PART 2 - FLEXIBILITY | |
| Enterprise flexibility | 2.1 |
| PART 3 - COMMUNICATION, CONSULTATION AND DISPUTE RESOLUTION | |
| Grievance and dispute settling procedure | 3.1 |
| Workplace consultation | 3.2 |
| PART 4 - EMPLOYER AND EMPLOYEE DUTIES, EMPLOYMENT RELATIONSHIP AND RELATED ARRANGEMENTS | |
| Employment categories | 4.1 |
| Termination of employment | 4.2 |
| Introduction of changes | 4.3 |
| Redundancy | 4.4 |
| Anti-discrimination | 4.5 |
| Relationship to workplace agreements | 4.6 |
| Workforce flexibility | 4.7 |
| PART 5 - WAGES AND WAGE RELATED MATTERS | |
| Classification standards | 5.1 |
| Principals for progression | 5.2 |

| Subject Matter | Clause No. |
|---|------------|
| Performance of higher duties | 5.3 |
| Payment of wages | 5.4 |
| Wage rates | 5.5 |
| Allowances | 5.6 |
| Superannuation | 5.7 |
| | |
| PART 6 - HOURS OF WORK, BREAKS, OVERTIME, SHIFT WORK, WEEKEND WORK | |
| Hours of work | 6.1 |
| Meal breaks | 6.2 |
| Rest pauses | 6.3 |
| Overtime | 6.4 |
| | |
| PART 7 - LEAVE OF ABSENCE AND PUBLIC HOLIDAYS | |
| Annual leave | 7.1 |
| Sick leave | 7.2 |
| Bereavement leave | 7.3 |
| Long service leave | 7.4 |
| Special leave | 7.5 |
| Carer's leave | 7.6 |
| Unpaid carer's leave | 7.7 |
| Make-up time | 7.8 |
| Grievance process | 7.9 |
| Study and examination leave | 7.10 |
| Family leave | 7.11 |
| Public holidays | 7.12 |
| Jury service | 7.13 |
| | |
| PART 8 - TRANSFERS, TRAVELLING AND WORKING AWAY FROM USUAL PLACE OF WORK | |
| Travelling, transport and fares | 8.1 |
| Appointment and transfer | 8.2 |
| | |
| PART 9 - TRAINING AND RELATED MATTERS | |
| Training | 9.1 |
| | |
| PART 10 - OCCUPATIONAL HEALTH AND SAFETY MATTERS, EQUIPMENT, TOOLS AND AMENITIES | |
| Responsibility | 10.1 |
| Accident or sickness | 10.2 |
| Work safety | 10.3 |
| | |
| PART 11 - AWARD COMPLIANCE AND UNION RELATED MATTERS | |
| Right of entry | 11.1 |
| Time and wages record | 11.2 |
| Union encouragement | 11.3 |
| Posting of award | 11.4 |

1.3 Coverage

This Award applies to Safe Food Production Queensland and to all employees of Safe Food Production Queensland employed in the professional, technical, or administrative roles under the terms and conditions of this Award.

1.4 Parties bound

This Award is legally binding on Safe Food Production Queensland in respect of all their employees whose salaries and conditions of employment are determined by this Award, and Together Queensland, Industrial Union of Employees and its members.

1.5 Date of operation

This Award takes effect from 10 May 2012.

1.6 Award objectives

The objectives of this Award are as follows:

- (a) The development of Safe Food Production Queensland as a quality, responsive and client based organisation.
- (b) To facilitate development opportunities for employees to broaden their skills, fulfil their potential and meet the needs of constantly changing client requirements and technological changes.
- (c) To improve commercial service delivery and growing commercial markets through improved use of technology.
- (d) To ensure all reasonable steps are taken to resolve employee concerns effectively and speedily through full and open communication and agreed consultative, negotiation and grievance procedures.

1.7 Definitions

1.7.1 The "Act" means the *Industrial Relations Act 1999*.

1.7.12 "Casual Employee" means an employee who is engaged by the hour for less than the standard working hours per week prescribed herein for a full time employee and engaged to work only in emergent situations or projected short term business needs. A Casual Employee shall receive a loading of 23% in addition to the wage rates prescribed in clause 5.5.

1.7.3 "Commission" means the Queensland Industrial Relations Commission.

1.7.4 "Fixed Term Employee" means an employee who will be utilised where the employment need arises from a planned and budgeted project, provides services where budgetary funding is not guaranteed from one financial year to the next, meets emergent peaks in demand where the use of Casual Employees is less appropriate.

1.7.5 "Full-Time Employee" means an employee who is engaged to work an average of 36 hours and 15 minutes per week.

1.7.6 "Part-Time Employee" means an employee who is engaged to work a fixed number of hours per week and whose hours of work are less than the standard hours per week for a Full-Time Employee. Any variation to the arrangements shall be by mutual agreement.

1.7.7 "Permanent Employee" means an employee who is engaged to work (except for temporary and Fixed Term Employees) and who has completed the probationary period of 3 months and then been subsequently confirmed in the position.

1.7.8 "Temporary Employee" means an employee who is engaged for a period of time to meet specific business needs and to take up work occasioned by Permanent Employees being absent on approved extended periods of leave e.g. sick leave, long service leave, workers compensation and parental leave.

1.7.9 "Union" means the Together Queensland, Industrial Union of Employees.

PART 2 - FLEXIBILITY

2.1 Enterprise flexibility

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

2.1.2 The consultative processes established in the 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 workplace may be involved in such discussions.

2.1.3 Any proposed genuine agreement reached between an employer and employee(s) in a business unit of Safe Food Production Queensland is contingent upon the agreement being submitted to the Commission in accordance with Chapter 6 of the Act and is to have no force or effect until approval is given.

PART 3 - COMMUNICATION, CONSULTATION AND DISPUTE RESOLUTION

3.1 Grievance and dispute settling procedure.

3.1.1 The objectives of this procedure are the avoidance and resolution of any disputes over matters covered by this Award through measures based on the provision of information and explanation, consultation, co-operation and negotiation.

- 3.1.2 Subject to legislation, while the dispute procedure is being followed normal work is to continue except in the case of a genuine safety issue. The *status quo* existing before the emergence of a dispute is to continue whilst the procedure is being followed. No party shall be prejudiced as to the final settlement by the continuation of work.
- 3.1.3 There is a requirement for management to provide relevant information and explanation and consult with the appropriate employee representatives.
- 3.1.4 In the event of any disagreement between the parties as to the interpretation or implementation of this Award, the following procedure shall apply:
- (a) The matter is to be discussed by the employee's Union representative and/or the employee(s) concerned (where appropriate) and the immediate supervisor in the first instance. The discussion should take place within 24 hours and the procedure should not extend beyond 7 days;
 - (b) If the matter is not resolved as per clause 3.1.4(a) it shall be referred by the Union representative and/or the employee(s) to the appropriate management representative who shall arrange a conference of the parties to discuss the matter. This process should not extend beyond 7 days;
 - (c) If the matter is not resolved as per clause 3.1.4(b) it shall be referred by the employee and the employee's Union representative to the Chief Executive Officer and/or the Chief Executive Officer's nominee for discussion and appropriate action. This process should not exceed 14 days;
 - (d) If the matter is still unresolved then it may be referred by either party to the Commission for conciliation, or arbitration.
- 3.1.5 Nothing contained in this procedure shall prevent the Union or the Queensland Government from intervening in respect of matters in dispute, should such action be considered conducive to achieving resolution.

3.2 Workplace consultation

Safe Food Production Queensland has established a consultative committee to facilitate improved workplace communication between Safe Food Production Queensland and its employees to ensure effective workplace employment relationships. The consultative committee comprises representation of management, the Union and employees.

PART 4 - EMPLOYER AND EMPLOYEE DUTIES, EMPLOYMENT RELATIONSHIP AND RELATED ARRANGEMENTS

4.1 Employment categories

- 4.1.1 (a) Full-time (as defined in clause 1.7)
 (b) Part-time (as defined in clause 1.7)
 (c) Casual (as defined in clause 1.7)
 (d) Temporary (as defined in clause 1.7)

4.2 Termination of employment

4.2.1 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.

4.2.2 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 clause 4.2.2(a), 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.

4.2.3 *Termination by employee*

- (a) Except in the case of a casual employee, the notice of termination required to be given by an employee shall be at least 2 weeks of the equivalent of 2 weeks' notice or 2 weeks or the equivalent of 2 weeks salary forfeited in lieu thereof.
- (b) An employee whose employment is terminated according to the provisions of clause 4.2 shall be entitled to salary and all other monies due up to the time of termination.
- (c) Clause 4.2 shall be read subject to the relevant provisions of the Act.

4.2.4 *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.

4.3 Introduction of changes

4.3.1 *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.

4.3.2 *Employer's duty to consult over change*

- (a) The employer shall consult the employees affected and, where relevant, their Union or Unions about the introduction of the changes, the effects the changes are likely to have on employees (including the number and categories of employees likely to be dismissed, and the time when, or the period over which, the employer intends to carry out the dismissals), and the ways to avoid or minimise the effects of the changes (e.g. by finding alternate employment).
- (b) The consultation must occur as soon as practicable after making the decision referred to in clause 4.3.1.
- (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 an employer shall not be required to disclose confidential information, the disclosure of which would be adverse to the employer's interests.

4.4 Redundancy

The provisions of clause 4.4 will not apply to the extent that the provisions of the redundancy arrangements are contained in a Ruling issued by the Minister responsible for Industrial Relations pursuant to section 54 of the *Public Service Act 2008*, where the Directive provides for entitlements that are superior to clause 4.4.

4.4.1 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 4.4.1(a) and shall cover the reasons for the proposed terminations, measures to avoid or minimise the terminations and/or their adverse affects on the employees concerned.
- (c) For the purpose of the consultation the employer shall, as soon as practicable, provide in writing to the employees concerned and, where relevant, their Union or Unions, all relevant information about the proposed terminations including the reasons for the proposed terminations, the number and categories of employees likely to be affected, the number of workers normally employed and the period over which the terminations are likely to be carried out:

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

4.4.2 Transfer to lower paid duties

- (a) Where an employee is transferred to lower paid duties for reasons set out clause 4.4.1 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 4.2.
- (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.

4.4.3 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 4.4.3, "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.

4.4.4 Time off during notice period

- (a) Where a decision has been made to terminate an employee in the circumstances outlined in clause 4.4.1, 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.

4.4.5 *Notice to Centrelink*

Where a decision has been made to terminate employees in the circumstances outlined in clause 4.4.1, 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.

4.4.6 *Severance pay*

- (a) In addition to the period of notice prescribed for ordinary termination in clause 4.2.2(a), and subject to further order of the Commission, an employee whose employment is terminated for reasons set out in clause 4.4.1(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.

4.4.7 *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.

4.4.8 *Employee leaving during notice*

An employee whose employment is terminated for reasons set out in clause 4.4.1(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.

4.4.9 *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.

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

Clause 4.4 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.

4.4.11 *Employees exempted*

Clause 4.4 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.

4.4.12 *Employers exempted*

Subject to an order of the Commission, in a particular redundancy case, clause 4.4 shall not apply to an employer that employs 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.

4.4.13 *Exemption where transmission of business*

- (a) The provisions of clause 4.4.6 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 4.4.13(a)(ii) if it is satisfied that it would operate unfairly in a particular case, or in the instance of contrived arrangements.

4.4.14 *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.

4.5 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 amended from time to time, which includes:

- (a) discrimination on the basis of sex; relationship status, family responsibilities, pregnancy, parental status, breastfeeding, age, race, impairment, religious belief or religious activity, political belief or activity, trade union activity, lawful sexual activity, gender identity, sexuality and association with, or in 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 3.1, the parties to this Award must take reasonable steps to ensure that neither the Award provisions nor their operation are directly or indirectly discriminatory in their effects.

4.5.3 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*;
- (b) an employee, employer or registered organisation pursuing matters of discrimination, including by application to the Australian Human Rights Commission/Anti-Discrimination Commission Queensland.

4.6 Relationship to workplace agreements

Flexibility to Award provisions shall be negotiated in accordance with the consultative processes contained in clause 3.2.

4.7 Workplace flexibility

Safe Food Production Queensland may direct an employee to carry out such duties as are within the employee's skill, competence and training, and consistent with the classification structure of this Award, provided that such duties are not designed to promote de-skilling.

Any direction by Safe Food Production Queensland shall be consistent with its responsibility to provide a safe and healthy work environment.

PART 5 - WAGES AND WAGE RELATED MATTERS

5.1 Classification standards

The following classification standards are generic and indicate in broad terms the skills, qualifications and in some instances, the type of work that may be required of employees.

The classification standards extend across a work and skill range typically performed by employees of Safe Food Production Queensland.

5.1.1 Band 1

This is the entry level for administrative and technical employees. Supervision is typically close. It is expected that the range of work will be varied to provide experience in a variety of roles. Administrative employees at the top of this level would be expected to have completed studies leading to the relevant TAFE Certificate or a program of structured training capable of being accredited as equivalent. Supervision of other employees is not a feature.

However employees could be required to assist new employees, providing information, guidance and advice.

5.1.2 Band 2

All employees at this level are expected to work in an increasingly autonomous manner although the scope of the work remains limited and supervision is direct. The employee progressively develops sound working knowledge in identified administrative and technical areas and exercises a level of independent judgement in accordance with established policies. Specific task guidance could be included. Within this level employees would be expected to be undertaking studies, leading towards advanced certificate qualifications or equivalent.

5.1.3 Band 3

To enter this level technical employees would have completed the advanced certificate or the second year of associate diploma studies, or equivalent skill and knowledge. The Certificate of Technology or equivalent would be completed within this level. Administrative employees would be obtaining skills at an equivalent level of complexity, either through formal study or by work related skill formation activities. Employees would be expected to perform activities of gradually increasing complexity under more routine supervision. Both technical and administrative employees may be required to liaise between external agencies and the public on work related matters. Supervision of a small work team could be undertaken at this level.

5.1.4 Band 4

Entry to this level is by appointment to a vacancy. It is the entry level for degree qualified employees in professional work roles. Technical employees would hold associate diploma qualifications or equivalent skill and knowledge. Supervision of a work team could be undertaken within this level and work standards require the exercise of

independent judgement in a limited field. At this level supervision received involves general guidance as to methods and requirements.

Employees working in technical fields would be expected to progress toward diploma qualifications or equivalent within this level.

5.1.5 *Band 5*

Entry to this level is by appointment to a vacancy. At this level employees may be expected to perform complex, creative, planning, design, or co-ordinating roles at entry level within administrative, technical or professional fields. Professionals will develop a broad range of experience in various aspects of their discipline and may control limited projects. Administrative employees further develop and apply their knowledge of the Safe Food Production Queensland organisation and functions, and plan and co-ordinate activities such as monitoring work flow and employee attendance. Technical employees would be expected to progress toward diploma qualifications or equivalent within this level. As employees progress through this level the supervision received becomes more general in nature.

Appropriate qualifications at this level include degree qualifications, associate diploma qualifications or equivalent skill and knowledge.

5.1.6 *Band 6*

Entry to this level is by appointment to a vacancy. Degree or Diploma qualifications are expected at this level. Employees perform difficult and complex work under limited direction and are expected to deliver high quality advice, provide specialist services, or manage a local unit. Administrative employees would typically work within a specialised field or supervise at a section level. Such an employee would supervise a diversity of related functions, collect and analyse data and prepare reports and recommendations. The experienced professional at this level performs work that is novel, critical or complex with increasing autonomy.

Professionals may guide less experienced graduates, lead teams and projects and supervise the work of others. The technical employee performs complex work under limited guidance and may supervise employees.

5.1.7 *Band 7*

Entry to this level is by appointment to a vacancy. Degree or Diploma qualifications are expected at this level. This level includes roles that under broad guidance, perform work of considerable difficulty and complexity in administrative or professional areas, with potential corporate impact. Employees at this level would have completed specialised training and gained substantial relevant experience. Employees would be able to manage situations involving the application of complex legislation and policies, and provide policy advice on significant issues. They would be expected to undertake research, prepare comprehensive submissions, reports and recommendations and carry projects through to completion. Leadership of a work section may be a requirement.

5.1.8 *Band 8*

Entry to this level is by appointment to a vacancy. Degree or Diploma qualifications are expected at this level. Employees perform under executive direction to a level of marked difficulty and accountability in the administrative or professional work roles. The level of theoretical and applied knowledge is high. Employees may exercise specialist skills, or have organisational group supervision, at a significant level of responsibility. Work is typically linked to the achievement of Safe Food Production Queensland corporate goals. Senior professional specialists or practitioners apply comprehensive knowledge of policies and exercise significant decision making and advisory functions. Work is generally reviewed in relation to policy objectives. Supervision may be exercised over a range of employees and general resources. Management accountability is significant.

Whenever there is a statutory requirement for registration or licensing in order to legally carry out the work of Safe Food Production Queensland, this requirement will be specified in the relevant position description.

5.2 Principals for progression

5.2.1 All employees shall participate in the Performance Management process, and subject to satisfactory achievement of the goals set by agreement with their manager, shall advance to the next incremental pay point within their nominal pay band.

5.2.2 In the case of employees working within Bands 1 to 3, a review shall be conducted every 6 months from the date of commencement in a band.

5.2.3 In the case of all other employees, a review shall occur every 12 months from the date of commencement in a band.

- 5.2.4 Progression between bands will normally be by successful application to an advertised vacancy, except where competency-based development or progression is provided by agreement.
- 5.2.5 Where there is an identified business need, a work role may be classified and advertised as a broad-banded position within bands 1-3 or 4-5. At the time of advertising, a statement identifying the skill, competencies and responsibilities that are required at each band level must be available. Where there is an identified business need, a professional work role may be classified and advertised as a broad-banded position within bands 4-5 to allow for professional development.
- 5.2.6 An employee who has reached the top incremental pay point may progress to the next band level subject to the approval of their manager, provided that the employee has achieved the agreed goals outlined in their performance plan and satisfies the requirements for selection to the higher band.

5.3 Performance of higher duties

An employee who is called upon to perform (on a temporary basis) all, or a substantial part, of the position of a higher classified employee than that to which the employee has been appointed, shall be paid the minimum rate for that level, for such work for the whole period during which such duties are performed:

Provided that any period of less than 2 consecutive working weeks shall not be taken into account.

5.4 Payment of wages

Wages shall be paid fortnightly and may at the discretion of the Chief Executive Officer be paid by electronic funds transfer.

5.5 Wage rates

| SFQ OFFICER | PER FORTNIGHT | | SFQ OFFICER | PER FORTNIGHT |
|-------------|---------------|---|-------------|---------------|
| | \$ | | | \$ |
| 1 SFO1-1 | 1,220.40 | 5 | SFO5-1 | 2,530.00 |
| | | | SFO5-2 | 2,619.20 |
| | | | SFO5-3 | 2,708.50 |
| | | | SFO5-4 | 2,797.40 |
| 2 SFO2-1 | 1,447.50 | 6 | SFO6-1 | 2,877.90 |
| SFO2-2 | 1,558.50 | | SFO6-2 | 2,989.50 |
| SFO2-3 | 1,669.60 | | SFO6-3 | 3,101.60 |
| SFO2-4 | 1,792.50 | | SFO6-4 | 3,213.40 |
| 3 SFO3-1 | 1,856.10 | 7 | SFO7-1 | 3,290.70 |
| SFO3-2 | 1,941.90 | | SFO7-2 | 3,367.80 |
| SFO3-3 | 2,027.60 | | SFO7-3 | 3,445.90 |
| SFO3-4 | 2,113.30 | | SFO7-4 | 3,523.10 |
| 4 SFO4-1 | 2,207.80 | 8 | SFO8-1 | 3,637.80 |
| SFO4-2 | 2,289.10 | | SFO8-2 | 3,706.70 |
| SFO4-3 | 2,370.40 | | SFO8-3 | 3,774.60 |
| SFO4-4 | 2,451.60 | | SFO8-4 | 3,843.30 |

The above rates of pay incorporate adjustments based upon the State Government Departments Certified Agreement 2006 (CA/2006/308) as at the expiry of that agreement.

The rates of pay in this Award are intended to include the arbitrated wage adjustment payable under the 1 September 2011 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, 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.

5.6 Allowances

5.6.1 Meal allowance

An employee who works for more than one hour directed overtime either before their normal agreed starting time or after their normal agreed finishing time shall be entitled to a meal allowance of not less than \$10.00.

Where it cannot be reasonably expected that an employee return to their residence for a meal and has an unpaid meal break of at least 45 minutes before the completion of paid overtime the higher amount of not less than \$21.00 will be paid.

A meal of reasonable quality and adequate quantity may be supplied by the employer in lieu of the above mentioned meal monies.

Notwithstanding the above allowances, the provisions of Overtime Meal Allowances Directive as issued and amended by the Minister for Industrial Relations pursuant to section 54 of the *Public Service Act 2008* shall apply.

5.6.2 *Motor vehicle allowance*

Where employees undertaking official duties are required to use their own motor vehicles, an allowance to be paid in according with:

- (a) the distance actually and necessarily travelled; and
- (b) the type of vehicle used; and
- (c) the location of the employees normal headquarters;

shall be paid as provided for by the Chief Executive Officer:

Provided that such allowance shall be paid on the conditions and at rates not less than those set out in Motor Vehicle Allowances Directive as issued and amended by the Minister for Industrial Relations pursuant to section 54 of the *Public Service Act 2008*.

5.6.3 *On-call allowance*

- (a) Where an employee is instructed to be available on-call outside the ordinary or rostered working hours, such employee shall be paid, in addition to their ordinary rate of pay, an allowance based upon the hourly rates of the classification of Technical Officer Level 3, pay point 2 in accordance with the following scale:
 - (i) Where the employee is on call throughout the whole of a rostered day off or a public holiday - 95% of the hourly rate in respect of such instances;
 - (ii) Where an employee is on call during the night only of a rostered day off, an accrued day off, or public holiday - 60% of the hourly rate per night; and
 - (iii) Where an employee is on call on any other night - 47.5% of the hourly rate per night.
- (b) For the purpose of calculating the hourly rate, the divisor shall be based upon a 38 hour week and calculated to the nearest 5c.
- (c) For the purpose of clause 5.6.3, a night shall be deemed to consist of those hours falling between 6:00 p.m. and 6:00 a.m. or mainly between such hours.
- (d) Monday to Friday - in the event of an employee on call being recalled to perform duty such employee shall be paid for the time worked at the prescribed overtime rate, such time to be calculated as from home and back to home with a minimum payment of 2 hours.
- (e) Saturday, Sunday and public holidays - an employee on call being recalled to perform duty, such employee shall be paid for such overtime at the appropriate overtime rate with a minimum of 2 hours inclusive of travelling time, in respect of overtime worked on a Saturday or Sunday and 4 hours in respect of overtime worked on a public holiday, or at the employees option be granted time off at a mutually convenient time, equivalent to the number of hours worked such time to be calculated as from home to back to home:

Provided that an employee who works overtime on a public holiday and who is granted equivalent time off shall be paid at half the ordinary rate for the time so worked with a minimum of 4 hours:

Provided further that accrued time off in lieu shall be taken in periods mutually agreed between the Chief Executive Officer and the employee.

- (f) Any overtime payable shall be in addition to the on call allowance.

(g) Where an employee is recalled to perform work during an off duty period such employee shall be provided with transport to and from the employees home or be refunded the cost of such transport.

(h) Where practicable the Chief Executive Officer shall not require an employee to be continuously available on call for a period in excess of 6 weeks.

5.6.4 *First aid allowance*

An employee holding a certificate in first aid issued by the St John's Ambulance Brigade or equivalent qualification, who is appointed as a first aid officer by the Chief Executive Officer in writing shall be paid an allowance of not more than \$26.40 per fortnight in addition to the ordinary rate of pay.

5.6.5 *Uniforms allowance*

This allowance is payable only to employees engaged in the delivery of meat inspection and veterinary health services. Where uniforms are required to be worn by an employee, the employee shall be supplied sufficient and suitable uniforms of good quality as approved by the employer. Uniforms shall be replaced on a wear and tear basis:

Provided that where uniforms are not supplied to an employee such employee shall be paid an allowance of \$187.00 per annum or a *pro rata* equivalent in the first year of service and an allowance of \$93.00 per annum or a *pro rata* equivalent in each succeeding year of service.

5.6.6 *Locality allowance*

Where in respect of any centre, the Chief Executive Officer has recognised that a locality allowance should apply, being an allowance to assist in offsetting the disadvantage associated with residing in that centre, an employee appointed to that centre shall be paid such allowance at such rate and conditions as set out in the Locality Allowances Directive as issued and amended by the Minister for industrial relations pursuant to section 54 of the *Public Service Act 2008*.

5.6.7 *Payment of allowances*

In accordance with clause 5.6, payment of all allowances shall be made to the employee concerned on the appropriate pay day within 6 weeks following application by the employee.

5.7 Superannuation

Subject to federal legislation, the employer must comply with superannuation arrangements prescribed in the *Superannuation (State Public Sector) Act 1990* (and associated Deed, Notice and Regulation).

Where federal legislation provides for choice of fund rights to an employee subject to this Award, and that employee fails to elect which superannuation fund to which employer contributions are directed, the employer will direct contributions to such fund as prescribed by the abovementioned Queensland legislation.

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

6.1 Hours of work

6.1.1 The ordinary hours of work for employees covered by this Award who are not regularly rostered to work day and afternoon shifts shall be 36 ¼ hours per week Monday to Friday inclusive, to be worked between the hours of 6:00 a.m. to 6:00 p.m. to allow for the flexibility of working hours for a section or work unit of Safe Food Production Queensland employees.

6.1.2 The ordinary starting and finishing times of various groups of employees or individual employees, may be staggered, provided that there is agreement between Safe Food Production Queensland and the majority of employees concerned.

6.1.3 The ordinary hours of work prescribed herein shall not exceed 7 hours 15 minutes on any day, except by agreement between employees and Safe Food Production Queensland where the maximum hours of work can be up to and equal to 9 hours 6 minutes.

6.1.4 Safe Food Production Queensland and Safe Food Production Queensland employees of a section or work unit may agree that the ordinary hours of work may be worked over a fortnightly period of 8 working days and not more than 9 hours 6 minutes shall be worked on any such day at ordinary rates.

6.2 Meal breaks

All employees who work in excess of 5 hours on any day shall be allowed not less than 30 minutes for an unpaid meal break between the third and sixth hours of duty.

6.3 Rest pauses

Every employee shall be entitled to a rest pause of 10 minutes' duration in the employer's time in the first and second half of the working day. Such rest pauses shall be taken so as to not interfere with continuity of work where continuity is necessary.

6.4 Overtime

6.4.1 Employees up to and including SFO3

Employees shall be paid overtime at the rate of time and a-half for the first 3 hours and double time thereafter for all time worked in excess of ordinary hours. (Employees can elect to receive time in lieu provided for in clause 6.4.3 of this Award):

Provided that all authorised overtime worked on:

- (a) Saturday shall be paid at the rate of time and a-half for the first 3 hours and double time thereafter with a minimum payment of 2 hours; and
- (b) Sunday shall be paid at the rate of double time with a minimum payment of 2 hours.

6.4.2 All other Safe Food Production Queensland Employees

Employees shall be allowed equivalent time-off in lieu of overtime, such time to be taken in accordance with provisions in clause 6.4.3.

6.4.3 An employee may elect with the consent of the employer, to take time off in lieu of payment for overtime at a time or times agreed with the employer.

6.4.4 Overtime taken as time off during ordinary time hours shall be taken at the ordinary time rate that is an hour for each hour worked.

6.4.5 Time off in lieu of overtime must be taken ahead of annual and long service leave. Time off in lieu of overtime must be taken within a four month period or by agreement between the employee and the Manager in conjunction with the next leave period.

6.4.6 A maximum of 5 days, at the employee's normal working hours, may be accrued at any time.

6.4.7 Unless time is taken within four calendar months of its date of accrual or an agreement has been reached under clause 6.4.5 of this Award, it must be paid out. However, employees are encouraged to take time off in lieu within one month of its accrual.

6.4.8 Where payment is made for accumulated time, it will be at the rates current at the time of payment.

6.4.9 Where leave is not able to be taken within 4 month period or in conjunction with the next leave period as agreed, that time must be paid out.

6.4.10 Reasonable overtime

Employees shall work reasonable overtime whenever necessary in the opinion of the Chief Executive Officer, but 24 hours' notice shall be given, where practicable, to an employee required to work overtime.

6.4.11 Overtime calculations

Overtime shall be calculated to the nearest quarter of an hour in the total amount of time in respect to which overtime is claimed by an employee.

6.4.12 Fatigue leave

An employee who works so much overtime between the termination of ordinary work on one day and the commencement of ordinary work on the next day so that 10 consecutive hours off duty has not occurred shall be released after the completion of such overtime until 10 consecutive hours off duty occur without loss of pay for ordinary working time occurring during such absence. If on the instructions of the Chief Executive Officer, such an employee resumes or continues work without having had 10 consecutive hours off duty, the employee shall be paid double rates

until released from duty for such period, and shall then be entitled to be absent until 10 consecutive hours off duty has occurred without loss of pay for ordinary working time occurring during such absence.

The provisions of clause 6.4.12 shall apply to shift workers who rotate from one shift to another as if 8 hours were substituted for 10 hours when overtime is worked:

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

Clause 6.4.12 shall not apply to employees who reside or remain on or about their place of work and are required to perform duties on an intermittent basis outside their ordinary hours of duty.

PART 7 - LEAVE OF ABSENCE AND PUBLIC HOLIDAYS

7.1 Annual leave

7.1.1 Annual leave entitlement

A Full-Time Employee (other than a casual) shall be entitled to annual leave on full pay of 20 working days for each year of service and proportionate amount for an incomplete year of service.

Part-Time Employees (other than casuals) shall be entitled to annual leave on full pay of an amount proportional to their percentage of full-time equivalence.

7.1.2 Annual leave accrual

Annual leave shall accrue at the rate of 20 working days for each completed year of service with a total maximum accrual of 40 working days. Any balance in excess of the 40, shall be regarded as having lapsed and shall be transferred to undrawn annual leave to be available for sick leave purposes.

7.1.3 Broken annual leave

- (a) Where an employee is eligible for annual leave, subject to operational convenience, the Chief Executive Officer may grant such annual leave in broken periods of not less than one working day.
- (b) Notwithstanding the provision of this clause, an employee may elect, with the consent of the employer, to take annual leave not exceeding 5 days in any calendar year at a time or times agreed between the parties.
- (c) Access to annual leave, as prescribed in clause 7.1.3 (b), shall be exclusive of any shutdown period provided for elsewhere under this Award.

An employee and employer may agree to defer payment of the annual leave loading in respect of single day absences until at least 5 consecutive annual leave days are taken.

7.1.4 Time of taking annual leave

- (a) An employee shall make application in writing for annual leave giving adequate notice of the date from which the employee wishes such annual leave to take effect irrespective of the annual leave being approved:
 - (i) An employee shall be given adequate notice as to whether or not the annual leave should commence.
 - (ii) Where annual leave is not approved the Chief Executive Officer shall advise of the anticipated date from which such annual leave may be taken.
 - (iii) Where leave is approved and later deferred for operational reasons, such deferred leave shall be taken not later than a date determined by the Chief Executive Officer, even though no opportunity mutually convenient to both the employee and the Chief Executive Officer is available.
 - (iv) The Chief Executive Officer shall give a reasonable period of notice to an employee when the employee is nearing the maximum accumulation of annual leave allowable.
- (b) An employee may be directed to take annual leave at any time after the employee has accumulated the full period permissible under clause 7.1.2.

7.1.5 Proportionate annual leave on termination

An employee who ceases employment with the employer shall be paid in lieu of annual leave accrued, at an amount equal to the rate of pay that the employee would have received for the amount of leave accrued on the date of cessation of employment.

The employee shall also be paid for public holidays had the employee retained employment with the employer and actually taken the leave.

7.1.6 Annual close down

All employees covered by this Award shall have their approved leave debited by the number of ordinary working days (other than a Concessional day) they would have worked between Christmas Day and New Years Day inclusive where there is a compulsory closure over the Christmas/New Year period.

7.1.7 Annual leave loading

A loading calculated as prescribed hereunder shall be paid to employees on annual leave:

- (a) Subject to the provisions of clause 7.1.7(b), in no case shall the payment to an employee be less than the sum of the following amounts:
 - (i) The employee's ordinary wage rate or salary as prescribed by the Award for the period of such leave;
 - (ii) A further amount calculated at the rate of 17.5% of the amounts referred to in clause 7.1.7(a)(i).
- (b) The provisions of clause 7.1.7(a) shall not apply to any period or periods of annual leave exceeding 4 weeks per annum.

7.2 Sick leave

7.2.1 Sick leave entitlement

An employee (other than a Casual Employee) working a 5 day week shall accumulate an entitlement to leave of absence on account of illness (sick leave) on full salary to the extent of 10 working days in respect of each year of service and a proportionate amount for an incomplete year of service:

Provided that an employee who works less than 5 days per week shall accumulate a proportionate amount of sick leave.

7.2.2 Notification and proof of sickness

- (a) An employee shall be entitled to paid sick leave, to be deducted from the accumulated entitlement, on each occasion irrespective of duration, for which sick leave is sought:
 - (i) on written application accompanied by a certificate from a registered medical practitioner or dentist stating:
 - (A) the nature of the illness; and
 - (B) the period or approximate period for which the sick leave is necessary:

Provided the employee has the appropriate amount of sick leave accumulated and/or the illness has not been caused by the misconduct of the employee:

Provided further the maximum duration of leave granted on a dental certificate shall not exceed 5 consecutive working days.

- (b) The Chief Executive Officer may dispense with the medical certificate where the absence is not longer than 3 consecutive working days.

7.2.3 Unpaid sick leave

Sick leave without salary may be granted where all sick leave on full salary, any undrawn annual leave and other accrued leave entitlements have been made available for sick leave and subsequently exhausted.

7.2.4 Pregnancy

An employee who is pregnant and is not on maternity leave may be granted sick leave for illness related to the pregnancy.

An employee who is on maternity leave may be granted sick leave for illness not related to the pregnancy.

7.2.5 Sick Leave in lieu of annual leave / long service leave

Sick leave may be granted instead of annual leave or long services leave already approved where:

- (a) an employee becomes ill before the start of the annual leave or long service leave and submits a written application supported by a medical certificate to the Chief Executive Officer before starting that leave; or
- (b) an employee becomes ill after starting the annual leave or long service leave and submits a written application supported by a medical certificate to the Chief Executive Officer and:
 - (i) in the case of annual leave - the period of illness is in excess of 3 working days; or
 - (ii) in the case of long service leave - the period of illness is at least 5 working days.

7.2.6 Special sick leave

The Chief Executive Officer has the discretion to approve special leave on full salary which is not charged against the employee's entitlement, where an employee;

- (a) is injured in the course of performing official duties; or
- (b) becomes ill because of performing official duties.

7.2.7 Medical examination

The Chief Executive Officer may arrange for a medical practitioner to examine an employee and shall request the practitioner to provide a report of the examination.

Sick leave shall not be granted to any employee who fails to comply with a request of the Chief Executive Officer in accordance with the above.

7.3 Bereavement leave

7.3.1 Entitlement

In the event of death of a person who bears to an employee one of the relationships set out clause 7.3.3 and provided that satisfactory proof is furnished, the employee shall be granted bereavement leave on full salary for the purpose of attending the funeral of the deceased person for the whole or part of the 2 day period constituted by the following:

- (a) the day of the funeral; and
- (b) either:
 - (i) the day before the funeral; or
 - (ii) where necessary because of travel arrangements, the day after the funeral.

7.3.2 Relationships

| | | |
|---|---------------------|---------------|
| Wife or husband (including a person who lives with the employee as a <i>de facto</i> wife or husband) | | |
| Mother | Father | Mother-in-law |
| Father-in-law | Brother | Sister |
| Brother-in-law | Sister-in-law | Grandfather |
| Grandmother | Grandson | Granddaughter |
| Half-sister | Half-brother | Step-sister |
| Step-brother | Child or step-child | Son-in-law |
| Daughter-in-law | Step-mother | Step-father |

7.4 Long service leave

7.4.1 Entitlement

An employee who completes 10 years continuous service shall be entitled to long service leave at the rate of 1.3 weeks on full salary for each year of continuous service and a proportionate amount for an incomplete year of service.

7.4.2 Calculation of leave

Leave may be taken up to a total amount of leave due as at the date of the start of the leave, calculated by:

- (a) determining the total period of the employees continuous service; and
- (b) determining the total long service leave entitlement appropriate to that period of continuous service; and
- (c) deducting from the total entitlement, long service leave previously taken and any entitlement forfeited because of disciplinary action.

7.4.3 *Payment instead of long service leave not taken*

- (a) A person who ceases to be an employee and who at the date of ceasing to be an employee has an entitlement to long service leave, shall receive a payment instead of long service leave not taken.

The calculation of the amount of the payment shall be based on:

- (i) that entitlement; and
 - (ii) the rate of salary which the person was receiving at the date of ceasing to be an employee.
- (b) The following provisions apply to the calculation of a persons entitlement to long service leave where an employee is made redundant, where all requirements of the termination, change and redundancy provisions have been met, the employee will be required to have one continuous year of service before being entitled to long service leave.
 - (c) Where an employee retires or is dismissed on the basis of mental or physical infirmity as determined by medical opinion as obtained by the Chief Executive Officer, will be required to complete 5 continuous years of service before being entitled to long service leave.

7.5 **Special leave**

7.5.1 At the discretion of the Chief Executive Officer:

- (a) an employee may be granted leave on full salary, which shall not be deducted from that employees entitlement to annual leave but which shall not exceed a total of 3 working days in any period of 12 months, where such leave is reasonably required either in respect of an emergency situation or on compassionate grounds; and
- (b) an employee may be granted leave without pay for such period and for such purposes as the Chief Executive Officer determines.

7.6 **Carer's leave**

7.6.1 An employee with responsibilities in relation to either members of their immediate family or members of their household who needs their care and support shall be entitled to use any sick leave entitlement which accrued after the approval of this Award for absences to provide care and support for such persons when they are ill.

7.6.2 The employee shall, if required, establish by production of a medical certificate or statutory declaration that the person concerned is ill.

7.6.3 The entitlement to use sick leave in accordance with this clause is subject to:

- (a) the employee being responsible for the care of the person concerned; and
- (b) the person concerned being either:
 - (i) a member of the employee's immediate family; or
 - (ii) a member of the employee's household.
- (c) the term "immediate family" includes:
 - (i) a spouse (including a former spouse, a *de facto* spouse and a former *de facto* spouse) of the employee; and
 - (ii) a child (including an adult child, an adopted child, an ex-foster child, a step child or an ex nuptial child), parent, grandparent, grandchild or sibling of the employee or spouse of the employee.

7.6.4 The employee shall, wherever practicable, give the employer notice prior to the absence of the intention to take leave, the name of the person requiring care and their relationship to the employee, the reasons for taking such leave and the estimated length of absence. If it is not practicable for the employee to give notice of absence, the employee shall notify the employer by telephone of such absence at the first opportunity on the day of absence.

7.7 Unpaid carer's leave

An employee may elect, with the consent of the employer, to take unpaid leave for the purpose of providing care to a family member who is ill.

7.8 Make-up time

An employee may elect, with the consent of their employer, to work "make-up time", under which the employee takes time off ordinary hours, and works those hours at a later time, during the spread of ordinary hours provided in the Award, at ordinary rates.

7.9 Grievance process

In the event of any dispute arising in connection with any part of this Award, such a dispute shall be processed in accordance with clause 3.1.

7.10 Study and examination leave

7.10.1 An employee may be granted leave:

- (a) to undertake study or research (study leave); or
- (b) to attend examinations (examination leave);

in accordance with directions issued by the Chief Executive Officer in respect of the granting of such leave.

7.11 Family leave

7.11.1 The provisions of the *Family Leave (Queensland Public Sector) Award - 2012* apply to and are deemed to form part of this Award.

7.11.2 Family leave provisions include:

- (a) Maternity leave;
- (b) Spousal leave;
- (c) Adoption leave;
- (d) Surrogacy leave;
- (e) Part-time work;
- (f) Carer's leave;
- (g) Bereavement leave; and
- (h) Cultural leave.

7.12 Public holidays

7.12.1 *Public holidays - minimum payment*

All authorised work done by an employee on:

- Good Friday;
- Christmas Day;
- the twenty-fifth day of April (Anzac Day);
- the first day of January (New Years Day);
- the twenty-sixth day of January (Australia Day);
- Easter Saturday (the day after Good Friday);
- Easter Monday;
- the birthday of the Sovereign;
- Boxing Day; or
- any day appointed under the *Holidays Act 1983*, to be kept in place of any such holiday

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

7.12.2 Labour Day

All employees (other than Casual 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.

Where an employee actually works on Labour Day, such employee shall be paid in addition, a payment for the time actually worked between the normal starting and finishing times at one and a-half times the ordinary rates prescribed for such work with a minimum of 4 hours:

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

7.12.3 Annual Show

All authorised 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*, 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. No employee shall be entitled to receive payment in accordance with clause 7.12.3 for work performed on such a day on more than one occasion in each calendar year.

7.12.4 Employees entitled to payment

All employees shall be entitled to payment for rostered ordinary hours to be worked for each of the public holidays referred to in clause 7.12.1 above notwithstanding that no work is required to be performed.

7.13 Jury service

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

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

8.1 Travelling, transport and fares

8.1.1 Travelling time

Travelling time as defined, other than authorised overtime, performed by employees engaged on a full-time basis shall be counted as working time for the purposes of this Award.

8.1.2 Travelling or relieving allowance

The Domestic Travelling and Relieving Expense Directive and the International Travelling, Relieving and Living Expenses Directive, as issued and amended by the Minister responsible for Industrial Relations pursuant to section 54 of the *Public Service Act 2008* will be applied to compensate employees for expenses incurred when required to travel on official duty or to relieve another officer or to perform special duty away from the employee's usual place of work.

8.2 Appointment and transfer

8.2.1 An employee who is transferred from one centre to another shall be allowed expenses for the conveying of self, family and effects to the centre to which the appointment or transfer occurred, boarding, lodging and other items of expenditure related to taking up the position. Expenses are to be agreed prior to transfer and confirmed in writing:

Provided that, except with specific approval of the Chief Executive Officer, an employee shall not be allowed expenses where the transfer was:

- (a) sought by the employee on compassionate grounds;
- (b) arose as a direct result of disciplinary action;
- (c) was the result of mutual exchange of employees between two locations; or
- (d) was sought on the basis that the transfer was needed to restore the employees health and no medical certificate substantiating such basis was produced before the transfer being approved.

PART 9 - TRAINING AND RELATED MATTERS

9.1 Training

9.1.1 Commitment

The parties to this Award recognise that in order to increase efficiency and productivity a greater commitment to training and development is required.

Accordingly, the parties commit themselves to developing a more highly skilled and flexible workforce and providing employees with career opportunities through appropriate training to acquire additional skills for performance of their duties.

9.1.2 Training and development strategy

Following consultation with the Safe Food Production Queensland Consultative Committee, the Chief Executive Officer shall develop a training and development strategy consistent with:

- (a) the current and future needs of Safe Food Production Queensland;
- (b) the size, structure and nature of the operations;
- (c) the need to develop vocational skills relevant to Safe Food Production Queensland through courses conducted wherever possible by accredited educational institutions and providers.

Training and development may be both on-the-job or off-the-job and either internal or external to Safe Food Production Queensland.

Training and development provided should assist employees in obtaining accredited competencies, knowledge and skills consistent with the Australian Qualifications Framework.

All such training and development should be directed at enabling employees to enhance skills relevant to duties to be performed.

Employees will be expected to attend scheduled training and development activities.

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

10.1 Responsibility

The employer shall at times make available on site a copy or copies of the *Work Health and Safety Act 2011* and *Work Health and Safety Regulation 2011*. Both employer and employees shall cooperate to promote a safe and healthy work environment and adopt safe work practices in accordance with the said legislation.

10.2 Accident or sickness

If employees are seriously injured or fall ill at their work, the employer shall provide means of getting them to the nearest hospital free of cost to the employee.

10.3 Work safety

First aid kits shall be provided by the employer on all sites and maintained to a standard in accordance with the *Work Health and Safety Regulation 2011*. Personal protective clothing and equipment shall be supplied where appropriate by the employer in accordance with the said Regulation.

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

11.1.4 Discussions with employees

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

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

11.1.5 *Conduct*

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

11.2 Time and wages record

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

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

11.2.2 The time and wages record must also contain:

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

11.2.3 The employer must keep the record for 6 years.

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

11.3 Union encouragement

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

11.3.1 *Documentation to be provided by employer*

At the point of engagement, 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. 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 Posting of award

A copy of this Award shall be exhibited in a conspicuous and convenient place on the premises of the employer so as to be easily read by employees.

Dated 10 May 2012.

By the Commission,
[L.S.] G.D. SAVILL,
Industrial Registrar.

Operative Date: 10 May 2012