

QUEENSLAND INDUSTRIAL RELATIONS COMMISSION

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

THE SMITH'S SNACKFOOD COMPANY LTD, TINGALPA, QUEENSLAND, AWARD 2003

Following the Declaration of the General Ruling in the 2010 State Wage Case (matter numbers B/2010/20 and B/2010/21), the The Smith's Snackfood Company Ltd, Tingalpa, Queensland, Award 2003 is hereby reprinted, pursuant to s. 698 of the *Industrial Relations Act 1999*.

I hereby certify that the Award contained herein is a true and correct copy of the The Smith's Snackfood Company Ltd, Tingalpa, Queensland, Award 2003 as at 1 September 2010.

Dated 1 November 2010.

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

THE SMITH'S SNACKFOOD COMPANY LTD, TINGALPA, QUEENSLAND, AWARD 2003

PART 1 - APPLICATION AND OPERATION

1.1 Title

This Award shall be known as The Smith's Snackfood Company Ltd, Tingalpa, Queensland, Award 2003.

1.2 Arrangement

Subject Matter	Clause No.
PART 1 - APPLICATION AND OPERATION	
Title	1.1
Arrangement	1.2
Commencement Date and Period of Operation	1.3
Parties Bound	1.4
Award Coverage	1.5
Definitions	1.6
Savings	1.7
No Extra Claims	1.8
Award Renegotiation	1.9
PART 2 - ENTERPRISE FLEXIBILITY	
Objectives	2.1
PART 3 - COMMUNICATION, CONSULTATION AND DISPUTE RESOLUTION	
Consultation and Team Member Involvement	3.1
Grievance and Dispute Settling Procedure	3.2
PART 4 - EMPLOYER AND EMPLOYEES' DUTIES, EMPLOYMENT RELATIONSHIP AND RELATED ARRANGEMENTS	
Contract of Employment	4.1
Termination of Employment	4.2
Redundancy	4.3
Employment Performance Conditions	4.4
PART 5 - WAGES AND WAGE RELATED MATTERS	
Wage Rates	5.1
Payment of Wages	5.2
Occupational Superannuation	5.3
Wage Sacrifice	5.4
PART 6 - HOURS OF WORK	

Hours of Work	6.1
Overtime	6.2
Meal Breaks	6.3
Rest Pauses	6.4

PART 7 - LEAVE OF ABSENCE AND PUBLIC HOLIDAYS

Annual Leave	7.1
Public Holidays	7.2
Sick Leave	7.3
Long Service Leave	7.4
Family Leave	7.5
Bereavement Leave	7.6
Defence Forces Leave	7.7
Jury Service	7.8

PART 8 - TRAINING AND RELATED MATTERS

Training and Development	8.1
--------------------------	-----

PART 9 - OCCUPATIONAL HEALTH AND SAFETY MATTERS, EQUIPMENT TOOLS AND AMENITIES

Safety	9.1
--------	-----

PART 10 - AWARD COMPLIANCE AND UNION RELATED MATTERS

Union Recognition	10.1
Meetings of Team Members	10.2
Posting of Award	10.3

1.3 Commencement Date and Period of Operation

This Award shall apply from 22 September 2003.

1.4 Parties Bound

The parties to this Award are:

- (a) The Smith's Snackfood Company Ltd, Queensland;
- (b) All employees of The Smith's Snackfood Company Ltd engaged under its terms and conditions in connection with manufacturing, maintenance, warehousing and distribution operations;
- (c) The National Union of Workers Industrial Union of Employees, Queensland;
- (d) The Transport Workers Union of Employees, Queensland.

1.5 Award Coverage

This Award shall apply at The Smith's Snackfood Company Ltd located at Tingalpa, Queensland and at Townsville, Queensland to all employees engaged under its terms and conditions in connection with manufacturing, maintenance, warehousing and distribution operations. This Award operates in place of and to the exclusion of any other Award.

1.6 Definitions

For the purpose of this Award, the following definitions will apply:

- 1.6.1 *"Full-time"* Team Member shall mean a Team Member engaged by the week.
- 1.6.2 *"Part-time"* Team Member shall mean a Team Member engaged to regularly work for only part of any day/s in a work schedule, as may be agreed to between the Company and the Team Member involved.
- 1.6.3 *"Casual"* shall mean a Team Member engaged by the hour with a minimum engagement of 4 hours and who may be required to work on a fixed or variable pattern of work over a continuous period.
- 1.6.4 *"Limited Contract"* shall mean a Team Member engaged for a specific limited term of not less than 6 weeks on either a full time or part-time engagement basis, whose contract may be terminated by one (1) week's notice by either party. For the purpose of this Clause, Limited Contract Team Members shall be regarded as full-time or part-time Team Members for the duration of their contract.
- 1.6.5 *"First Crew"* shall mean team members whose daily ordinary time finishes at or before 6.00 p.m.

- 1.6.6 "*Second Crew*" shall mean team members whose daily ordinary time finishes after 6.00 p.m. and at or before midnight.
- 1.6.7 "*Third Crew*" shall mean team members whose daily ordinary time finishes after 12.00 midnight.
- 1.6.8 "*Second Crew Payment*" is a payment for attendance for work on Second Crew.
- 1.6.9 "*Third Crew Payment*" is a payment for attendance for work on Third Crew.
- 1.6.10 "*Ordinary pay*" shall mean a Team Member's base rate for ordinary work.
- 1.6.11 "*Team Member*" shall mean an employee of The Smith's Snackfood Company Ltd, Tingalpa or Townsville, Queensland employed under the terms of this Award.

1.7 Savings

No Team Member shall have their current ordinary time base rate of pay reduced as a result of the introduction of this Award.

1.8 No Extra Claims

It is a term of this Award that each party will not pursue any extra claims, award or over award, except where consistent with provisions contained in this Award or arising out of Clause 3.2 (Grievance and Dispute Settling Procedure) until 19 September 2005.

Wage rates and allowances prescribed in this Award are inclusive of any safety net or other adjustments that may be awarded by the Queensland Industrial Relations Commission.

1.9 Award Renegotiation

- (a) The parties to this Award agree to commence negotiations for a new or amended award to succeed this agreement at least 3 months before 19 September 2005. The parties intend to conclude these negotiations prior to 19 September 2005.
- (b) These negotiations will be conducted on a collective basis between the parties with the negotiated outcome being collectively approved.
- (c) The parties agree to bargain collectively in relation to any matter whether arising from this award or not including the renewal, extension, variation or renegotiation of this award.
- (d) Should negotiations for a new award not be finalised prior to 19 September 2005, the rates of pay and conditions prescribed by this award will continue to be observed for all employees by the parties. Unless otherwise agreed and subject to sub-clause 6.1.8, this award will not be terminated.

PART 2 - ENTERPRISE FLEXIBILITY

2.1 Objectives

It is recognised by all parties to this Award that a successful future of the Tingalpa enterprise is reliant upon the shared endeavour to continuously improve. It is further recognised that a key to continuous improvement is teamwork and team development.

The parties acknowledge that this Award will enhance job security and provide training and career opportunities as an outcome of a joint commitment to improve business competitiveness, efficiency and flexibility.

Consistent with this is the commitment by the parties to pursue this potential during the life of this Award by progressively developing manufacturing, maintenance, warehouse and distribution work systems that are based on self-directing work teams.

It is acknowledged by all parties that this approach will result in a significant departure from the traditional mode of operation and eventual every day functions of self-directing work teams will include: planning, organising, target setting, performance assessment, the maintenance of plant and equipment, the development of strategies for improvement and ongoing cross and multi-skilling.

Accompanying and in support of this approach may be the implementation of an annualised remuneration system, designed through consultation between the parties.

The implementation of these initiatives will be achieved consistent with the consultation, co-operation and employee protection provisions contained in this Award.

It is recognised that the proper conduct of industrial relationships and the rewards for such work are important ingredients of the relationships between all parties. In support of this, the parties accept their joint responsibility to ensure this Award is effective in meeting the purpose for which it is intended.

The parties to this Award believe they have, in good faith, conducted a modernisation review consistent with the intent and spirit of the preceding The Smith's Snackfood Company Ltd, Tingalpa, Qld Awards.

In recognition of the need for ongoing consideration and review, the parties commit themselves to continuing efficiency reviews of the enterprise as provided for in this Award. Any changes to this Award resulting from such reviews must be approved by the Queensland Industrial Relations Commission.

PART 3 - COMMUNICATION, CONSULTATION AND DISPUTE RESOLUTION

3.1 Consultation and Team Member Involvement

3.1.1 *Consultation* - It is recognised by the parties that the key to the maintenance of productive and harmonious working relationships lies in the joint obligation to engage in proper consultation. Effective consultation will:

- (a) ensure that the views of the Team Members are known and taken into account by the Company; and
- (b) provide the Company with an informed basis upon which to make decisions.

3.1.2 *Positive Co-Operation* - In order to maintain a constructive relationship between Team Members and the Company, the parties to this Award are committed to co-operating positively to increase the efficiency, productivity and competitiveness of the Company and to enhance the career opportunities and job security of Team Members.

3.1.3 *Consultative Process* - A consultative process with Team Members shall continue in order to achieve the objectives contained in Clauses 3.1.1 and 3.1.2 and to ensure that views of Team Members are taken into account by the Company, and, that the Company has an informed basis on which to make decisions. The Unions will be entitled to reasonable access to the consultative process.

3.1.4 *Joint Consultative Committee*

- (a) A Joint Consultative Committee (JCC) may operate from time to time to co-operatively and positively increase the efficiency, activity and competitiveness of The Smith's Snackfood Company Ltd and to enhance the career opportunities and job security of Team Members.
- (b) In so doing, it may deal with major issues on the site and/or relate to the operation of this Award.
- (c) The composition and meeting arrangements of the Joint Consultative Committee shall be as agreed within the JCC.

3.1.5 *Single Bargaining Unit*

- (a) The objective of the Single Bargaining Unit is to provide a collective negotiation on matters relating to this Award and a common set of conditions of employment across the enterprise workforce.
- (b) It should be comprised of representatives of the National Union of Workers Industrial Union of Employees, Queensland and the Transport Workers Union of Employees, Queensland and representatives of the Team Members employed in the various operations of the Company covered by this Award.

3.2 Grievance and Dispute Settling Procedure

3.2.1 *Procedure* - A procedure for avoidance of industrial disputes is in place based on consultation, co-operation and discussions with the objective to minimise the levels of industrial confrontation and to avoid interruption to the performance of work and the consequential loss of production and wages.

3.2.2 *All Matters Included* - The matters to be dealt with in this procedure shall include all grievances and disputes between a Team Member and the Company with respect to any industrial matter and all other matters that the parties agree. Such procedure shall apply to a single Team Member or to any number of Team Members.

3.2.3 *First Step* - In the event of a Team Member having a grievance or dispute, the Team Member 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.

- 3.2.4 *Second Step* - If the grievance or dispute is not resolved under sub-clause 3.2.3, the Team Member or the Team Member'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 Team Member or the Team Member's representative. If requested by either party, the grievance/dispute may be committed to writing.
- 3.2.5 *Third Step* - If the grievance or dispute is not resolved under sub-clause 3.2.4, the matter shall be referred to the State Secretary of the Union (or his/her nominee) and either the Manufacturing Manager or the Company's nominated Industrial Representative. This should occur as soon as it is evident that the discussion under sub-clause 3.2.4 will not result in resolution of the dispute.
- 3.2.6 *Fourth Step* - If, after discussion between the parties mentioned in sub-clause 3.2.5, the dispute remains unresolved after the parties have genuinely attempted to achieve a settlement thereof, then notification of the existence of a dispute may be given to the Queensland Industrial Relations Commission.
- 3.2.7 *Normal Work to Continue* - Throughout all stages of this procedure, normal work shall continue except in the case of a genuine safety issue as determined under the *Queensland Workplace Health & Safety Act 1995*. A Team Member who genuinely believes that continued performance of a task will expose them to risk of injury, must immediately cease work on that task and notify a Supervisor.
- 3.2.8 *Status Quo Remains* - The status quo existing before the emergence of the grievance or dispute is to continue whilst the above procedure is being followed.
- 3.2.9 *Procedures not to be Delayed* - 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 to the Queensland Industrial Relations Commission.
- 3.2.10 *Dispute Management* - Notwithstanding this procedure, in the event of any dispute developing on-site, the Team Members will not withdraw labour until all part-processed materials have been processed throughout the production line to a complete stage without wastage, and, all clean-up has been completed. In this matter each day will stand alone.

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

4.1 Contract of Employment

- 4.1.1 *Engagement Criteria* - The parties acknowledge that the essential criteria for engagement by the Company are the capability of the applicant to meet the person and vocational skill specifications of the enterprise.
- 4.1.2 *Equal Employment Opportunity* - There shall be an absolute commitment to and observance of the Company's EEO Policy by all parties. This shall include but not be limited to upgrading of skills, training and retraining and promotional opportunities. Selection for recruitment, training and promotion opportunities will be on the basis of merit.
- 4.1.3 *Categories of Engagement* - Team Members shall be engaged as any one of the following contractual arrangements:
- (a) full-time;
 - (b) part-time;
 - (c) casual; and
 - (d) limited contract.
- 4.1.4 *Team Member to be Advised* - Each Team Member, upon engagement, shall be advised by the Company of the employment category and thereafter any changes to such employment category.
- 4.1.5 *Probationary Employment* - Team Members shall serve a probationary period of 3 months. An initial assessment will be carried out by the end of the 6th week of probation.
- 4.1.6 *Casual Team Members*
- (a) Subject to sub-clause 5.1.5, the hourly rate for all casual team members shall be 1/38th of either the Stage 0 or Stage 1 rate plus 23% loading. This loading compensates for the non-payment of public holidays and all paid leave except long service leave.

- (b) Based on operational requirements or as otherwise agreed between the parties, casuals may apply skills up to and including Stage 2. If work is required at higher stages, the Company will employ either on a full-time or part-time basis.

4.1.7 Part-time Team Members

- (a) Wage Rates. Part-time Team Members will receive the same hourly rates as those applicable to full-time Team Members.
- (b) Hours of Work. Part-time Team Members will be paid for all hours worked each fortnight less 5% banked as rostered day off hours. Part-time Team Members will be offered at least 80 hours work in a 4 week period. A minimum of 4 hours work will be offered on any day. Overtime will be payable for work in excess of 8 hours per day or in excess of 76 hours in a pay fortnight. Overtime will not count as part of minimum hours.
- (c) Annual Leave and Loading. Part-time Team Members will be entitled to 4 weeks' annual leave each year with a week's leave calculated based on hours worked in the preceding 12 months. 17.5% loading or the normal shift allowance - whichever is greater - will also be payable.
- (d) Public Holidays. Part-time Team Members will receive a pro rata payment for all public holidays that fall between Monday and Friday based on hours worked in the preceding 12 months.
- (e) Sick Leave and Bereavement Leave. Part-time Team Members will receive pro rata sick leave and bereavement leave based on hours worked in the preceding 12 months.
- (f) Long Service Leave. Part-time Team Members will receive long service leave based on a pro rata formula and in accordance with the *Industrial Relations Act (Qld) 1999*.
- (g) Redundancy. Part-time Team Members will be entitled to redundancy payments based on the same pro rata formula as above.
- (h) Number of Part-time Team Members. Unless otherwise agreed, Part-time Team Member numbers will not exceed 10% of full-time Team Member numbers.

4.2 Termination of Employment

4.2.1 *Termination of Employment* - The rights and responsibilities for termination of employment shall be subject to the following provisions.

4.2.2 Notice of Termination by the Company

- (a) Except in the case of summary dismissal, the Company shall give the following notice of termination to full-time and part-time Team Members:

Period of Continuous Service	Period of Notice
Less than 1 year	1 week
1 year and less than 3 years	2 weeks
3 years and less than 5 years	3 weeks
5 years and over	4 weeks

- (b) Payment in lieu of all or part of the notice prescribed in sub-paragraph (a) hereof may be made.
- (c) In calculating any payment in lieu of notice, a Team Member shall receive the ordinary time wages that would have been paid, had such employment not been terminated.
- (d) In addition to the notice prescribed above, Team Members over 45 years of age at the time of giving notice with not less than 2 years' service, are entitled to an additional week's notice.

4.2.3 Notice of Termination by Team Member

- (a) In order to terminate employment, a Team Member shall give the Company the following notice:

Period of Continuous Service	Period of Notice
Less than one year	1 week
One year and over	2 weeks

(b) Failure to give the required notice will result in the forfeiture of wages up to the value of the period of notice not worked.

4.2.4 *Statement of Employment* - The Company shall, upon receipt of a request from a former Team Member, provide a written statement specifying the period of employment, the skill level, and/or the type of work performed.

4.2.5 *Probationary Team Members* - During the first 3 months, employment may be terminated by either party by giving one week's notice or the payment or forfeiture of one week's wages.

4.2.6 *Limited Contract Team Members* - Limited Contract Team Members may be terminated by one (1) week's notice by either party or payment or forfeiture of one week's wages.

4.2.7 *Casual Team Members* - May be terminated by one hour's notice by either party by payment or forfeiture of one hour's wages.

4.2.8 *Abandonment of Employment*

(a) A Team Member who is absent from work for a continuous period of 3 working days without notification to the Company shall be deemed to have abandoned employment;

(b) Termination of employment by abandonment in accordance with this sub-clause shall operate from the date of the last attendance at work or the last day's absence in respect of which consent was granted. In such case payment shall only be made by the Company up to this date and no payment in lieu of notice will be required.

4.2.9 *Standing Down of Team Members* - Notwithstanding anything elsewhere contained in this Award, the Company will have the right to deduct payment for any day or part thereof on which a Team Member cannot be usefully employed because of the occurrence of anything over which the Company has no control.

4.3 Redundancy

4.3.1 *Consultation* - The Company shall notify the Union and affected Team Members as soon as practicable after a firm decision involving redundancy is made so as to allow reasonable consultation prior to redundancies taking place. The subject of such consultation will include but not be restricted to the reasons for redundancy, methods of mitigating job losses, the selection process for redundant Team Members, outplacement support and the number and timing of redundancies.

4.3.2 *Notice Period* - A minimum of 4 weeks' notice will be given to redundant Team Members prior to termination, or payment in lieu thereof. An additional week's notice will be given to Team Members aged 45 or over with not less than 2 years' continuous service.

4.3.3 *Severance Pay* - Team Members will receive 4 weeks' pay for each year of service up to a maximum of 78 weeks' pay. A *pro rata* payment will be made for an incomplete year of service. "Service" is defined in accordance with the Long Service Leave provisions of the *Industrial Relations Act 1999*.

4.3.4 "Week's pay" is defined as the base rate of pay for ordinary work for the particular Team Member and is exclusive of any allowances.

4.3.5 *TCR as a Minimum* - The standard TCR provisions as gazetted by the Queensland Industrial Relations Commission are recognised as the minimum that would apply.

4.3.6 *Casuals* - Casual Team Members with 5 years or more continuous service will receive *pro rata* the payment provided for in subclause 4.3.3.

4.3.7 *Long Service Leave* - Full-time Team Members with 5 years or more continuous service will receive a *pro rata* payment calculated according to the Long Service Leave provisions of the *Industrial Relations Act 1999*.

4.3.8 *Sick Leave* - Under no circumstances will accrued sick leave be paid out on termination.

4.4 Employment Performance Conditions

4.4.1 *Performance of Work* - Team Members shall:

(a) perform such work as the Company may, from time to time, reasonably require;

(b) observe Company directions to carry out such duties and use such tools and equipment as may be required provided that such work is within the limits of the person's skill, competence and training. Provided further that such work is consistent with the accredited skill level and does not cause de-skilling;

- (c) be required to work reasonable overtime;
- (d) comply with all safety regulations determined by the Company or as prescribed by Government legislation and regulation;
- (e) use as directed by the Company all protective clothing and equipment provided;
- (f) comply with all Company rules, regulations, policies; and
- (g) at all times comply with the provisions of Clause 3.2 (Grievance and Dispute Settling Procedure).

4.4.2 *Workforce Flexibility* - It shall be a condition of employment that each Team Member shall work as required on any work within his/her competence, subject to prevailing statutory requirements, shall participate in the Company's skills training program and shall provide instruction and/or training as appropriate to another Team Member.

4.4.3 *No Demarcation Barriers* - There shall be no restriction or demarcation which prevents qualified Team Members carrying out work within their capability or restricts Team Members being taught new skills and tasks.

4.4.4 *Crewing* - All crewing will be workload-based and previous practices that served to restrict or inhibit the ability of the operation to improve performance or flexibility between jobs or across departments or sections shall no longer operate.

4.4.5 *Counselling and Disciplinary Procedure* - The primary purpose of this procedure is to ensure all Team Members are informed of and given the opportunity to meet the standards required by the Company.

(a) Issues warranting counselling or discipline are separated into 2 types:

- (i) *Behavioural Patterns*. These are continuing or repeated breaches of Company standards, which as a one-off issue may not be serious enough to warrant counselling, but through repetition become a performance problem. Examples are unavailability for work, punctuality, excessive sick leave or not following correct procedures.
- (ii) *Behavioural Incidents*. These are specific incidents where a Team Member's conduct breaches generally accepted or Company-specific standards of behaviour. Examples include abusive or threatening language, drug-related problems or refusal to comply with instructions.

(b) Fundamental breaches of the contract of employment including theft, fighting or other major breaches will result in instant dismissal.

(c) 4 methods of counselling and discipline apply:

- (i) *Informal Counselling*. This is a "caution on the run" where a Team Member is informally reminded or informed of a problem, typically by a Team Co-ordinator or another Team Member. The purpose is solely to make the Team Member aware of the problem so that it can be rectified. This counselling may be delivered in a one-on-one or group setting and no personnel file record is made.
- (ii) *Formal Counselling*. This involves a Team Member being called into a discussion away from the immediate work area and informed of a problem by a Team or Operations Co-ordinator. A personnel file note should be made to record that the counselling occurred but is not considered a written warning.
- (iii) *First Written Warning*. This involves a formal discussion between a Team Member and an Operations Co-ordinator or Manager. A Union Representative or co-worker of the Team Member's choice should be present unless the Team Member elects otherwise. The Team Member is to be provided with the opportunity to write comments and to receive a copy of the written warning.

The First Warning includes a reference that a continuation or repeat of the problem *may* lead to the termination of employment.

- (iv) *Final Written Warning*. This involves a formal discussion between a Team Member and a Manager. The Team Member is encouraged to have a Union Representative or Team Member of their choice present. The Team Member is to be provided with the opportunity to write comments and to receive a copy of the written warning.

The Final Warning includes a reference that a continuation or repeat of the problem *will* lead to the termination of employment.

- (d) Selection of Counselling Methods. For Behavioural *Pattern* issues, Informal or Formal Counselling shall precede the warning procedure. Consultation with a Union Representative should occur in the event that a warning is to take place without a prior counselling.

For Behavioural *Incident* issues, the method of counselling and discipline to be applied should match the severity and circumstances of the particular incident whilst being consistent with past practice.

Consultation with a Union Representative should occur where there is doubt regarding the appropriate method of counselling or warning to apply and in all cases involving the possible termination of a Team Member's employment.

4.4.6 Work Performance Review Process -

- (a) Situations may arise where Team Members' work performance diminishes to the extent that they are unable to perform their required duties to a satisfactory level. In lieu of the Counselling and Disciplinary Procedure, the following process is available to either assist Team Members in achieving the required performance level or to transfer them to a more suitable, alternative position. Should the alternative position be at a lower level, the Team Member's level of pay will be reduced to the pay level commensurate with the new position at the end of the review process.
- (b) This process does not apply to probationary or casual Team Members.
- (c) Step 1: Informal Stage
- (i) A meeting is held between the Team Member and a Co-ordinator to determine the cause/s of the problem and jointly agree a plan of action.
- (ii) Following a review period of 1 month, the Team Member receives feedback in regard to performance. If no further action or review is required, the process is discontinued.
- (d) Step 2: Formal Stage
- (i) A meeting is held between the Team Member, a person nominated by the Team Member and a Manager to discuss the cause/s of the problem and jointly agree a plan of action. The outcome of the meeting is committed to writing.
- (ii) Following a further review period of 1 month, the Team Member receives feedback in regard to performance. If no further action or review is required, the process is discontinued. If the performance problem has continued or requires further review, a final review period of one month commences.
- (e) Step 3: Final Meeting
- (i) A meeting is held between the Team Member, a person nominated by the Team Member and a Manager to discuss the outcome of the 3 month review process. If the performance problem has been addressed, the process is discontinued.
- (ii) If the performance problem has continued, the Team Member is advised of the location, shift and timing of transfer. The notice period will be no less than the period required for termination of employment.
- (f) A grievance arising at any stage in the process is to be managed in accordance with Clause 3.2 (Grievance and Dispute Settling Procedure).
- (g) The process may move to sub-clause 4.4.5 (Counselling and Disciplinary Procedure) at any stage if the nature of the problem changes so as to warrant applying this procedure.

PART 5 - WAGES AND WAGE RELATED MATTERS

5.1 Wage Rates

- 5.1.1 From the first pay period commencing on or after the dates prescribed below, the following weekly rates of pay will apply to full-time Team Members:

Skills Progression Stage	20 September 2003	20 September 2004
	\$	\$
0	510.40	538.10
1	572.20	600.80
2	642.10	671.70
3	689.70	720.00

4	748.90	780.10
5	803.80	835.90
6	874.20	924.80
7	929.30	981.80

5.1.2 Wage rates originating from the previous skills matrix will increase by the same amount as applies to the next highest Skills Progression Stage rate.

5.1.3 Stages 6 and 7 will only apply to Team Members employed to carry out duties for which a trade qualification is a prerequisite.

5.1.4 Team Members appointed as Team Co-ordinators shall be paid a rate equivalent to their next highest Stage rate. This rate will apply for all purposes and will take effect after the prerequisite training has been completed.

A Team Member appointed to relieve a Team Co-ordinator for a period of one week or more will be paid a rate equivalent to their next highest Stage rate. This payment will only apply when a Team Member is appointed as the relief person and to only one person at a time. A relief person may not be appointed in all cases as some functions may be re-allocated or may be shared among a number of team members. The payment will only apply for the period actually involved in the performance of relief duties.

5.1.5 Stage 0 applies to Team Members employed on a casual basis after 20 September 2003 and to persons engaged through labour hire firms. Stage 1 applies to Team Members employed on a casual basis prior to 20 September 2003. The rate differential will not affect the basis upon which work is offered to Team Members employed on a casual basis.

5.1.6 The Skills Progression takes into account all job-related skills, training and qualifications as being included within the prescribed wage rates. Wage rate movements reflect changes in skills requirements that occur as a result of changes in operations. Team Members advance through the Skills Progression after training and accreditation.

Changes to the skills requirements at each Stage during this Award will occur through consultation within the various departments. The Joint Consultative Committee will oversee the overall operation of the Skills Progression and monitor its effectiveness in meeting operational requirements and the needs of Team Members.

5.2 Payment of Wages

5.2.1 *Time and Wages Records* - The Company shall keep a time and wages record in accordance with the provisions of the *Industrial Relations Act 1999*.

5.2.2 *Payment of Wages* - All Team Members shall be paid direct into their nominated account held with any bank, building society, credit union or any other recognised financial institution.

5.2.3 *Pay Period*

(a) The pay period shall be Monday to the following Sunday week with all wages due and payable to be paid in full once per fortnight on each alternate Wednesday.

(b) The Company shall take all necessary steps to ensure that wages are electronically transferred at such times to ensure they are available each alternate Wednesday. If the Company fails to do so, it shall take all necessary steps to ensure that Team Members receive their wages the next working day.

5.2.4 *Public Holiday on Pay Day* - When a Public Holiday falls on the usual pay day, all Team Members shall be paid the day before.

5.3 Occupational Superannuation

5.3.1 The Company shall, in respect of each Team Member, contribute the prescribed amount of the Team Member's earnings in accordance with the provisions of the *Superannuation Guarantee (Administration) Act 1992*.

5.3.2 The Company shall make contributions on behalf of Team Members into the nominated Company fund, the Labour Union Co-operative Retirement Fund or the Australian Retirement Fund only, notwithstanding any requirement that may be imposed by legislation or otherwise during the life of this Award for enhanced "freedom of choice".

5.4 Wage Sacrifice

5.4.1 Team Members may elect to make superannuation contributions from their before tax earnings (wage sacrifice), provided there is no cost impact on the Company and such arrangement conforms with all applicable statutory and regulatory requirements.

Team Members will specify in writing the dollar amount by which they wish to have their weekly rate of pay reduced to enable the Company to make a superannuation contribution of the same amount to the Team Members' account in one of the funds specified in sub-clause 5.3.2. "Weekly rate of pay" is defined in sub-clause 5.1.1 of this Award and the reduction in the weekly rate of pay shall be deemed to be part of the Team Members' Award wage.

5.4.2 Wage sacrifice will apply for all periods of paid leave during the Team Members' period of employment. Where a fortnightly pay period includes unpaid leave, a *pro rata* contribution based on the period of paid leave will be made.

5.4.3 All other payments, including overtime and annual leave loading, will be based on the Team Member's weekly rate of pay prescribed in sub-clause 5.1.1. Superannuation guarantee charges, workers compensation payments, pay rate adjustments and termination payments will also be calculated on the weekly rate of pay prescribed in sub-clause 5.1.1 of this Award.

5.4.4 Team Members will have the opportunity of commencing, changing or cancelling wage sacrifice on 2 occasions each calendar year. The timing of one such occasion will be at the discretion of the Company. Each Team Member may choose the timing of the other occasion.

PART 6 - HOURS OF WORK

6.1 Hours of Work

6.1.1 Ordinary Hours

(a) Ordinary Hours shall be consecutive and worked up to and including 10 hours per day and up to and including 76 hours per fortnightly period.

(b) For Payroll and associated purposes, 38 hours shall be used as the divisor.

6.1.2 Available Options - In determining ordinary hours to be worked, the following principles shall apply:

(a) the arrangement of the ordinary hours shall be such as to maximise the operational requirements of the enterprise;

(b) a complete range of ordinary hours options shall be available for introduction, subject to agreement being reached by the majority of Team Members in the Department/Area concerned and the Union, and shall include but not be limited to:

(i) a mix of work schedules incorporating any 5 days out of 7 in any weekly period or any 10 days out of 14 in any fortnightly period;

(ii) the span of daily ordinary hours shall be up to and including 12 consecutive hours in any 24 consecutive hours.

(c) Should agreement not be reached in accordance with (b) above, Clause 3.2 (Grievance and Dispute Settling Procedure) shall apply.

(d) Shift work on either a rotating or fixed basis may be worked as determined by the Company. The terms and conditions of such shift arrangement will be the subject of agreement between the Company and the Union.

6.1.3 Daily Starting and Ceasing Times

(a) Daily starting and ceasing times for Team Members within any weekly or fortnightly work schedule shall be as determined by the Company according to the operational needs of the enterprise and shall be subject to change from day to day within any work schedule provided that one (1) full day's notice on the current work schedule is worked before the change takes place.

(b) Failure to give and work the required notice shall entitle a Team Member to a special penalty payment of 50% of the applicable ordinary rate for those ordinary hours which are subject to the change within the required notice period.

6.1.4 Ordinary Hours Penalty

- (a) Ordinary hours of work before 5.30 a.m. on any day shall attract a penalty of 50% of the ordinary hourly rate paid for each hour worked before 5.30 a.m.

Provided that this sub-clause shall not apply in the event Team Members themselves choose to change start times e.g. to arrange an early finish for New Year's Eve, boil outs etc. or for other special occasions or circumstances.

- (b) Saturday/Sunday. In addition to any penalty prescribed by subclause (a) above, ordinary hours worked by any Team Member on a Saturday and/or a Sunday shall be paid at the rate of time and a half. This provision shall not apply where ordinary hours of a scheduled Third Crew (as defined) either commence on a Sunday night or cease on a Saturday morning.

6.1.5 *Second and Third Crew Payments*

- (a) Second and Third Crew Full-time Team Members will receive the payment prescribed for each complete shift of ordinary work from the first pay period commencing on or after the dates prescribed below:

	20 September 2003	20 September 2004
	\$	\$
Second Crew	28.53	29.39
Third Crew	32.86	34.83

- (b) The above payments apply when an accrued rostered day off is either taken or cashed in.
- (c) Casual and Part-time Team Members will receive a *pro rata* payment for ordinary hours worked.
- (d) Second Crew and Third Crew Payments will not apply where overtime or other penalties are payable.

6.1.6 *Credit Accumulation (38 Hour Week)*

- (a) Although this Award provides for a 38 hour week/76 hour fortnight, a 40 hour week may be required and worked.
- (b) Where a work schedule determines that a Team Member is rostered to work 5 consecutive days of 8 ordinary hours in any week or 10 consecutive working days of 8 ordinary hours in any fortnight, such Team Member will accrue a credit of 0.4 hours (24 minutes) per day. The maximum credit a Team Member may accrue in a 10 day cycle is 0.4 hours x 10 days i.e. a total of 4 hours.
- (c) Team Members will not accrue a "credit" for any absence from work other than public holidays, paid sick leave or bereavement leave.
- (d) Hours will be credited to each Team Member at the rate of single time.
- (e) All accumulated credit hours banked may, at the Company's discretion, according to operational requirements, be either:
- (i) paid out in full to each Team Member at the end of each 4 month period or at such other time as the Company may agree; or
 - (ii) taken as paid ordinary time off work on the request of the Team Member providing at least 48 hours' notice (such request not to be unreasonably refused); or
 - (iii) taken as paid ordinary time off on the instruction of the Company providing at least 48 hours' notice (such period may be reduced in the case of an emergency e.g. the occurrence of an incident affecting production beyond the control of the Company)
- (f) Payment of banked hours shall be at the ordinary rate applicable at the time of payment.

6.1.7 *Make Up Time*

- (a) A Team Member on day work may elect, with the consent of the Company, to work "make up time" under which the Team Member takes time off ordinary hours and works those hours at a later time during the spread of ordinary hours provided herein.
- (b) A Team Member on shift work may elect, with the consent of the Company, to work "make up time" under which the team member takes time off ordinary hours and works those hours at a later time, at the shift rate which would have been applicable to the hours taken off.

6.1.8 *Extra Days Off*

- (a) Full-time Team Members will be credited with 80 ordinary hours in instalments between September 2003 and March 2005.
- (b) Part-time Team Members will receive *pro rata* credits based on ordinary hours worked.
- (c) The extra days off credit will be credited as follows:
 - (i) the first credit will occur in 2 parts - 10 hours in September 2003 and 10 hours in January 2004;
 - (ii) the second credit of 20 hours will occur in March 2004;
 - (iii) the third credit of 20 hours will occur in September 2004;
 - (iv) the final credit of 20 hours will occur in March 2005.
- (d) The extra days off will be treated in the same way as rostered days off i.e. cashed out at any time of the Team Member's choosing or taken as time off at agreed times. Shift allowance is also payable with the extra days.
- (e) This clause only applies to Team Members employed on a full-time or part-time basis who are employed as such at the time the credits are made.
- (f) This clause does not continue beyond the final credit due in March 2005.
- (g) This clause will not be included or referred to in future negotiations with respect to variations to the terms of this Award.

6.1.9 *Weekend Maintenance Shift*

- (a) Wage Rates. The ordinary hourly rates applicable to Weekend Maintenance Shift Team Members are the same as those applicable to Monday to Friday Shift Team Members i.e. the applicable rate prescribed in sub-clause 5.1.1 divided by 38.
- (b) Hours of Work. A working week of 36 ordinary hours applies. Unless otherwise agreed between the parties, 3 ordinary shifts of 12 hours are worked from Friday to Sunday inclusive. Day Shift operates from 6.30 a.m. to 6.30 p.m. and Night Shift from 6.30 p.m. to 6.30 a.m. The shift roster commences at 6.30 a.m. on Friday (Day Shift) and finishes at 6.30 a.m. on Monday (Night Shift).
- (c) Night Shift Allowance. This allowance is calculated by reference to sub-clause 6.1.5 and is calculated by averaging the 8 hour day Second and Third Crew Payments and converting them to the 12 hour day equivalent. It is payable on all ordinary shifts but is not payable on overtime or on public holidays.
- (d) Weekend Penalty. Ordinary time worked by Weekend Maintenance Shift Team Members on Saturday and/or Sunday, i.e. the second and third shifts of the weekend roster, shall be paid at the rate of time and a half. This penalty is not payable unless these shifts are actually worked.
- (e) Overtime. Overtime is payable for work in excess of 36 ordinary hours at the same overtime rates as those applicable to Monday to Friday Shift Team Members. For the purposes of sub-clause 6.2.3, Tuesday and Wednesday shall be considered the first and third scheduled days off and Thursday and Monday shall be considered the 2nd and 4th scheduled days off.

6.2 **Overtime**

- 6.2.1 *Entitlements* - All time worked in excess of ordinary hours shall be paid for as overtime and shall be deemed to be worked at the end of ordinary time.
- 6.2.2 *Payment for Overtime on Ordinary Days* - All overtime on each ordinary day shall be paid for at time and a half for the first 3 hours with double time thereafter.
- 6.2.3 *Payment for Overtime on Scheduled Day/s Off* - Overtime on a scheduled day off, shall be paid as follows:
 - (a) The first and third scheduled days off in any work schedule (Saturdays) - at time and one half for the first three (3) hours and double time thereafter.
 - (b) The 2nd and 4th scheduled days off in any one work schedule (Sundays) - at double time.
- 6.2.4 *Payment for Sanitation Crew* - This sub-clause applies only to Team Members engaged on cleaning and sanitation duties that may be required prior to the commencement of weekly production.
 - (a) Casual Team Members will be paid their ordinary rate of pay plus the applicable shift allowance. This rate will also apply on weekends and public holidays.

- (b) Full-time and Part-time Team Members will be paid their ordinary rate of pay plus 50% loading where the Sanitation Crew shift forms part of the Team Member's weekly ordinary hours i.e. as one of 5 ordinary shifts for the week.
- (c) Full-time and Part-time Team Members will be paid double their ordinary rate of pay where the Sanitation Crew shift is in addition to the Team Member's weekly ordinary hours i.e. as an overtime shift.
- (d) Full-time and Part-time Team Members will be paid their ordinary rate of pay plus 100% loading where work is required on a public holiday i.e. the public holiday shift is in addition to the Team Member's weekly ordinary hours.

6.2.5 *Overtime Breaks* - A Team Member who works so much overtime between the termination of *ordinary* work on one day and the commencement of *ordinary* work on the next day that he/she has not had at least 10 consecutive hours off duty between those times shall, subject to this subclause, be released after completion of such overtime until the Team Member has had 10 consecutive hours off duty, without loss of pay for ordinary working time occurring during such absence. (The 10 hour break does not apply where an overtime shift, such as Saturday work, is involved.)

If, on the instructions of the Company, such Team Member resumes or continues work, the Team Member shall be paid double rates until the Team Member is released from duty for such period and the Team Member shall then be entitled to be absent until the Team Member has had 10 consecutive hours off duty without loss of pay for ordinary working time occurring during such absence.

This subclause shall not apply where Team Members themselves choose to swap shifts e.g. for casuals to gain extra work or where a Team Member or Team Members agree to change their shift start or finish times e.g. to arrange an early finish for New Year's Eve, boil outs etc.

In such cases the onus is on the Team Member/s to notify the co-ordinator or manager of the change and to understand that no double rates penalty will be payable.

In all other cases, if Team Member/s are asked to commence work inside the 10 hour break period they must inform the relevant co-ordinator prior to agreeing to resume work. If they fail to do so, the double rates penalty will not be payable.

Occupational health and safety considerations will be paramount in the application of this subclause.

6.2.6 *Call In* - A Team Member recalled to work overtime after leaving the Company's premises (whether notified before or after leaving the premises) shall be paid for a minimum of 4 hours work at the appropriate rate.

6.2.7 *Time off in lieu of Overtime*

- (a) A Team Member may elect, with the consent of the Company, to take time off in lieu of payment for overtime at a time or times agreed with the Company.
- (b) Overtime taken as time off during ordinary hours shall be taken at the ordinary time rate, that is an hour for each hour worked.
- (c) The Company shall, if requested by a Team Member, provide payments, at the rate provided for the payment of overtime in this Award, for any overtime worked under paragraph (a) of this subclause where such time has not been taken within 4 weeks of accrual.

6.2.8 *Meetings and Training Outside Normal Hours* - Team Members involved in non-compulsory meetings or non-compulsory training which are conducted outside normal working hours may be paid at ordinary rates for such time up to a maximum of 10 hours in any one day.

6.2.9 *Overtime Calculation - Casual Rates of Pay*

For overtime purposes, penalties (e.g. time and a-half and double time) are applied only to the base rate component of the casual hourly rate, not to the loading component i.e. 23% loading is added back into the hourly rate after the applicable overtime penalty has been applied.

6.3 Meal Breaks

6.3.1 *During Ordinary Time*

- (a) All Tingalpa crews shall be entitled to a paid meal break of 30 minutes during the course of an 8 hour shift.

- (b) The time of taking meal breaks may be altered by the Company, if it is necessary to do so, in order to meet operational requirements.

6.3.2 *During Overtime after Ordinary Time*

- (a) All Team Members who work overtime in excess of 2 hours before ordinary starting time or past the Team Member's ordinary ceasing time, shall be entitled to an unpaid meal break of not less than 20 minutes to be taken at a time agreed to between the Team Member and the Company, and, shall be paid a meal allowance of \$8.50.
- (b) If the overtime continues on for at least another 2 hours 40 minutes past the initial 2 hour period, the Team Member shall be entitled to a 30 minutes paid meal break.
- (c) It shall be at the option of the Team Member, in the circumstances set down in subclause (b) hereof, if the overtime work has been completed, to take the paid meal break, or to leave the workplace without any loss of payment.

6.3.3 *During Overtime on Scheduled Day/s Off* - All Team Members working more than 4 hours overtime on a scheduled day off shall be entitled to an unpaid thirty minutes meal break between the 4th and 6th hour of such overtime.

6.4 **Rest Pauses**

6.4.1 *Entitlement* - Each Team Member shall be entitled to a rest pause of 10 minutes duration during the first and second half of each ordinary working day. The rest pause shall be taken separately from the meal break and shall be at a time and in such a way as to not interfere with the continuity of operations.

6.4.2 *Combined Rest Pauses* - Where the majority of Team Members in an area and the Company agree, rest pauses may be combined to provide one pause of 20 minutes in each ordinary working day, provided that the Union is satisfied that such arrangements have been reached through genuine agreement.

6.4.3 *Other Breaks* - Any other break from work must be authorised by the Team Member's Supervisor.

PART 7 - LEAVE OF ABSENCE AND PUBLIC HOLIDAYS

7.1 **Annual Leave**

7.1.1 *Period of Leave* - At the end of each 12 months' employment with the Company, Team Members will be entitled to 4 weeks annual leave, exclusive of Public Holidays.

7.1.2 *Payment* - The following payments shall be made to each Team Member, immediately before proceeding on annual leave:

- (a) First Crew - ordinary pay plus a loading of 17.5%.
- (b) Second Crew - ordinary pay as defined plus "Second Crew Payment" or 17.5% whichever is the greater.
- (c) Third Crew - ordinary pay as defined plus "Third Crew Payment" or 17.5% whichever is the greater.

7.1.3 *Taken in Advance*

- (a) If the Company and the Team Member so agree, annual leave may be taken wholly or partly in advance before the Team Member has become entitled to annual leave.
- (b) Unless a Team Member has taken all annual leave in advance for the current year, the Team Member becomes entitled at the end of a year of employment to that part of the annual leave not already taken.

7.1.4 *Taking of Leave*

- (a) Each Team Member shall take annual leave within 6 months of their employment anniversary date.
- (b) Unless the Company and a Team Member otherwise agree, the Company may give to a Team Member notice, which must be at least 14 days, of the date on and from which the Team Member's annual leave is to be taken. Each Team Member is to comply with such notice.

7.1.5 *Cashing out of Leave* - Team Members may, with the agreement of the Company, elect to cash out annual leave entitlements, provided:

- (a) the Team Member has a full (4 week) accrual i.e. no *pro rata* cash out will be allowed;

- (b) a minimum of 1 week's leave is cashed out at a time;
- (c) the maximum cash out per Team Member in one year is 2 weeks;
- (d) cash outs are paid with normal fortnightly pay (as per the RDO cash out procedure).

7.1.6 *Termination of Employment* - A Team Member who terminates their employment shall be entitled to:

- (a) payment for their accrued annual leave entitlements in accordance with sub-clause 7.1.1; and
- (b) in respect of their current year of employment, a *pro rata* payment in lieu of annual leave equal to 1/12th of their ordinary time earnings for that particular year; and
- (c) payment of annual leave loading as provided for in sub-clause 7.1.2.

7.2 Public Holidays

7.2.1 Entitlement

- (a) Unless otherwise agreed, all Team Members shall be entitled to be off duty for the following Public Holidays without loss of pay:

New Year's Day (1 January);
Australia Day (26 January);
Good Friday;
Easter Saturday (the day following Good Friday);
Easter Monday (the day following Easter Sunday);
Anzac Day (25 April);
Labour Day (the first Monday in May);
Sovereign's Birthday (the second Monday in June);
Christmas Day (25 December);
Boxing Day (26 December);
Annual Show Day

or any day appointed under the *Holidays Act 1983* to be a holiday in substitution for any of those days.

- (b) If a Team Member works on such public holiday, the Team Member is to be paid at the rate of double time for all time worked. Payment for time worked shall be in addition to the day's pay prescribed in sub-clause (a) hereof.

This provision shall not apply to ordinary hours worked on a scheduled Third Crew of which the minor portion falls on a public holiday.

- (c) Unless otherwise agreed between the parties, the Annual Show Day public holiday will transfer each year to the preceding Monday. Team Members who work in departments not operating on Monday will be entitled to be off duty that day and will work on Wednesday as a normal working day in lieu.

Team Members who work in departments operating on both Monday and Wednesday will be entitled to a mutually agreed day off in that week. If a Team Member is required to work all 5 days in that week, public holiday penalties will be paid for work on Monday.

7.3 Sick Leave

7.3.1 Sick Leave

- (a) A Team Member, other than a casual, who has more than 3 months' continuous service and who is absent from work on account of personal illness or on account of injury by accident other than Workers' Compensation, shall, subject to the provisions of this clause, be entitled to leave of absence without deduction of ordinary pay (excluding the Second or Third Crew Payment where applicable) up to eight (8) days for each completed year of employment.
- (b) Team Members with less than one year's service will, after the qualifying period, become entitled to accrued sick leave on the basis of one day for every 6 weeks of service.

7.3.2 *Proof of Illness* - Team Members shall be required to adequately satisfy the Company that they were unable, on account of such illness or injury, to attend for duty on the day or days for which sick leave is claimed. The Company will require a medical certificate from a duly qualified Medical Practitioner for 2 or more consecutive days absence, but in some circumstances may accept a Statutory Declaration.

7.3.3 *Notifying of Absence* - Team Members will inform the Company as early as possible but not less than one hour before the commencement of work of a personal inability to attend for duty and as far as practicable the

estimated duration of absence. Except in extraordinary circumstances, where a Team Member fails to notify the Company he or she will lose claim to sick leave for the whole of such absence.

7.3.4 *Accumulation* - Sick leave shall accumulate from year to year.

7.3.5 *Supplementary Sick Leave*

- (a) It is recognised that Team Members may experience serious and long-term illnesses resulting in disablement/disability. Supplementary sick leave can be used to claim payment for illness and non-compensatable injury except:
 - (i) absences of less than two (2) weeks duration after ordinary sick leave has expired;
 - (ii) any deliberate self inflicted injury or illness;
 - (iii) alcohol or drug related illness/accident;
 - (iv) injury and illness arising from professional and paid activity.
- (b) Payment for supplementary sick leave requires medical certification for the whole period off work, specifying the condition suffered by the Team Member. Back dated certificates will not be accepted, and, in some cases the Company may, at the Company's expense, require a second opinion from a nominated Medical Practitioner.
- (c) The Company may review the file records of the applicant in relation to work performance and/or sick leave. Should the Company refuse the application as a result of this review, the Team Member shall have recourse to Clause 3.2 (Grievance and Dispute Settling Procedure).
- (d) Each supplementary sick leave claim will stand alone and does not accumulate. A Team Member is entitled to claim supplementary sick leave up to twelve (12) weeks in any continuous twelve (12) month period.
- (e) Supplementary sick leave entitlement will only apply when a Team Member exhausts ordinary sick leave entitlements. Should the Team Member qualify for future ordinary sick leave entitlements during a period of supplementary sick leave, supplementary sick leave will be suspended until ordinary sick leave entitlements have again expired.
- (f) Payment will be made at the ordinary time rate immediately following the expiry of ordinary sick leave. Payment for the first 2 weeks of supplementary sick leave will be made retrospectively.

7.3.6 *Absenteeism Control Measures*

- (a) Sick leave is unlike annual leave or long service leave in that it is conditional upon a Team Member being ill or injured to the point of being unfit for duty. It is an insurance to protect the Team Member and his/her family against hardship should the Team Member be unable to continue in his/her normal occupation and should be only so utilised.
- (b) All Team Members are required to regularly and reliably attend for work, as required. A Team Member with an unsatisfactory record shall be counselled by the Company in accordance with the procedure contained in sub-clause 4.4.5 (Counselling and Disciplinary Procedure).
- (c) The above procedure does not operate to withdraw the Company's right to take termination action or other disciplinary action against any Team Member if that Team Member has been found to have filled out a false sick leave application form and claimed sick leave pay when not genuinely on sick leave.

7.3.7 *Use of Sick Leave*

- (a) A Team Member with responsibilities in relation to either their immediate family or members of their household who need their care and support shall be entitled to use the sick leave entitlement prescribed in sub-clause 7.3.1 for absences to provide care and support for such persons when they are ill. Such usage shall be as provided for in the Family Leave Award - State.
- (b) The Team Member shall, if required, establish by production of a medical certificate or statutory declaration, the illness of the person concerned.
- (c) The entitlement to use sick leave in accordance with this subclause is subject to:
 - (i) the Team Member being responsible for the care of the person concerned; and
 - (ii) the person concerned being either a member of the Team Member's immediate family or a member of the Team Member's household.
 - (iii) the term "immediate" family includes:

- A. a spouse (including former spouse, a de facto spouse and a former de facto spouse) of the Team Member. A de facto spouse, in relation to a person, means a person who lives with the first mentioned person as the husband or wife of that person on a bona fide domestic basis although not legally married to that person; and
- B. a child or an adult child (including an adopted child, stepchild or an ex-nuptial child), parent, grand parent, grandchild or sibling of the Team Member or spouse of the Team Member.

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

7.4 Long Service Leave

7.4.1 *Entitlement* - All Team Members covered by this Award shall be entitled to long service leave in accordance with the Queensland *Industrial Relations Act 1999*. Provided that Team Members with more than 7 years but less than 10 years continuous service will be eligible to take *pro rata* long service leave during employment and will be entitled on termination, for any reason other than misconduct, to a *pro rata* payment of accrued leave.

7.4.2 *Taking of Leave* - The timing and the manner in which long service leave is taken shall be as agreed between the Company and the Team Member concerned.

7.4.3 *Cashing out of Leave* - Team Members may, with the agreement of the Company, elect to cash out long service leave entitlements, provided:

- (a) The Team Member has a full (8.6667 weeks) accrual i.e. no *pro rata* cash out will be allowed;
- (b) A minimum of 1 week's leave and a maximum of 4 weeks' leave is able to be cashed out per full accrual;
- (c) Cash outs are paid with normal fortnightly pay (as per the RDO cash out procedure).

7.5 Family Leave

7.5.1 Except as otherwise provided by this Award, the provisions of the Family Leave Award - State apply to and are deemed to form part of this Award.

7.5.2 A Team Member may elect, with the consent of the Company, to take unpaid leave for the purpose of providing care to a family member who is ill.

Without in any way limiting a Team Member's rights under this Award, a Team Member who requires family leave may utilise the following provisions in this Award:

- (a) sick leave consistent with Clause 7.3;
- (b) annual leave consistent with Clause 7.1;
- (c) time off in lieu of payment for overtime consistent with sub-clause 6.2.7;
- (d) make up time consistent with subclause 6.1.7

7.6 Bereavement Leave

7.6.1 *Entitlement* - A Team Member shall on the death within Australia of a wife, husband, mother, father, mother-in-law, father-in-law, sister, brother, child or step-child and maternal and paternal grandparents, brother-in-law and sister-in-law, be entitled on notice to leave up to and including the day of the funeral of such relation, or alternatively, the day of the funeral of such relation and the day after such funeral, and such leave shall be without deduction of pay for a period not exceeding the number of hours worked by the Team Member in 3 ordinary days of work in accordance with the Team Member's work schedule for that particular period. Proof of such death shall be furnished by the Team Member to the satisfaction of the Company.

7.6.2 *De Facto Included* - For the purposes of this clause the words "wife" and "husband" shall include a person who lives with the Team Member as a de facto wife or husband.

7.6.3 *Overseas Bereavement* - Where such Team Member travels outside of Australia to attend the funeral and provides satisfactory proof of such travel to the Company, the Team Member shall be entitled to a maximum of an additional 2 days' leave, in accordance with the Team Member's work schedule for that particular period, without loss of pay on each occasion and on the production of satisfactory evidence of the death outside

Australia of a Team Member's husband, wife, father or mother, paternal and maternal grand parents, brother, sister, brother-in-law, sister-in-law, child, step child, mother-in-law and father-in-law.

7.6.4 *Not in Conjunction with Other Leave* - Bereavement Leave shall not be granted if it occurs whilst a Team Member is already on any other form of paid leave.

7.7 Defence Forces Leave

7.7.1 *Entitlement* - Subject to prior discussion, notice and approval, a Team Member shall be entitled to attend Defence Forces Training with no loss of pay upon proof of such attendance being given.

7.8 Jury Service

7.8.1 A Team Member required to attend for jury service will be reimbursed by the Company an amount equal to the difference between the amount paid in respect of attendance for such jury service and the amount of wages the Team Member would have received in respect of the ordinary time which would have been worked had the Team Member not been on jury service.

7.8.2 A Team Member will notify the Company as soon as possible of the day upon which attendance for jury service is required. Further, the Team Member will give the Company proof of attendance, the duration of such attendance and the amount received in respect of such jury service.

7.8.3 A Team Member required to attend for jury service during a period of annual leave will, on producing satisfactory evidence of attendance, be credited with annual leave for the period for which jury service was attended.

PART 8 - TRAINING AND RELATED MATTERS

8.1 Training and Development

8.1.1 *Training Program* - The Company has an ongoing commitment to the training and development of its human resources. Progression through the enterprise will be dependant upon measured knowledge, skill, competence and operational needs of the enterprise.

All Team Members will be required to undertake training during the life of this Award where competency standards have not been met for the position held by the Team Member.

8.1.2 *Design* - It is accepted by the parties that the design and implementation of the formal training program must be both planned and structured to meet the operational needs of the enterprise and in accordance with standards developed by the National Training Board.

8.1.3 Content

(a) It is the responsibility of the Company to ensure that:

- (i) training needs, operating standards and measures are established for all current work;
- (ii) training modules are developed to support the Skills Progression;
- (iii) a comprehensive training plan is developed which includes the setting of realistic implementation time frames, methods for accreditation and provision of appropriate administrative structures;
- (iv) the training program shall contain the principles/rules which will deal with such matters as the delivery/method of training, whether essential or not, selection criteria, the appropriate time periods and arrangements necessary, administration and the appointment of trainers.

(b) It is the joint responsibility of Team Members and the Company to ensure that:

- (i) operating standards are met;
- (ii) progression through the Skills Progression considers the aspiration of Team Members *and* meets the operational needs of the enterprise.

8.1.4 *Review* - The progress of the development and implementation of the training program will be constantly reviewed and include consideration of recommendations from the Joint Consultative Committee.

8.1.5 *Skills Audit* - Any Team Member and/or the Company may from time to time carry out an assessment audit of the particular Team Member's individual skills competency based upon the accepted accreditation procedures set down in the training program.

PART 9 - OCCUPATIONAL HEALTH AND SAFETY MATTERS, EQUIPMENT TOOLS AND AMENITIES

9.1 Safety

9.1.1 *Policies* - A continuing high safety and working environment standard will be maintained at The Smith's Snackfood Company Ltd, Tingalpa, Queensland, in accordance with the Queensland *Workplace Health and Safety Act 1995* and the Company's Safety and Health Policies developed in consultation with the Site Safety Committee.

9.1.2 *Activities* - Team Members will participate in activities to support the relevant Safety Policies including the following:

- (a) housekeeping to be carried out so that plant, equipment and machinery are maintained in a clean and reasonable condition as part of normal duties.
- (b) training in emergency practices and simulations;
- (c) safety training program and lectures;
- (d) safety audits; and
- (e) incident/injury reports and follow-up.

9.1.3 *Equipment* - In addition to the requirements of the *Workplace Health and Safety Act 1995*, the Company shall, as required, provide safety/protective equipment/clothing to Team Members.

9.1.4 Uniforms

- (a) Issue - The Company will issue each Team Member with uniforms and/or protective clothing/footwear as per the Company's policy.
- (b) Compulsory Wearing of Uniform - Each Team Member provided with a uniform and/or protective clothing/equipment/footwear shall be required to wear them during working hours.
- (c) Company Property - Uniforms and protective clothing/equipment/footwear at all times remain the property of the Company. On leaving the Company's service, Team Members shall return all clothing or equipment provided by the Company or the Company shall be entitled to deduct the replacement cost.

PART 10 - AWARD COMPLIANCE AND UNION RELATED MATTERS

10.1 Union Recognition

10.1.1 The Company agrees to provide information on Union membership as supplied by the Union to new Team Members at the point of engagement.

10.1.2 *Recognition of Union Officers* - The Company recognises the Unions party to this Award in their representation of members employed at this site and will allow entry to duly authorised officers of these Union/s provided that:

- (a) such entry is in accordance with the terms contained in the *Industrial Relations Act 1999*;
- (b) prior arrangements have been made with the Company, including advice of the purpose of the visit, and the authorised officer reports on arrival to the Company's authorised representative;
- (c) the officer does not hinder or obstruct the performance of work.

10.2 Meetings of Team Members

The Company recognises the right of Team Members to hold mass/sectional meetings. Any proposed meeting/s shall be advised a minimum of 48 hours in advance to the Company and will be held at such agreed times and in such agreed location as to minimise disruption to operations.

10.3 Posting of Award

A copy of this Award shall be displayed in a conspicuous place so as to be available to Team Members.

Dated 8 December 2003.

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

Operative Date: 22 September 2003
Repeal and New Award - The Smith's Snackfood Company
Ltd, Tingalpa, Queensland, Award 2003.
Released: 13 January 2004