

CITATION: *Cold Storage Employees' Award - Queensland Riverside Cold Stores (P. & O. Australia Ltd.) 2003*  
*Reprint of Award - 10 December 2009*  
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QUEENSLAND INDUSTRIAL RELATIONS COMMISSION

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

**COLD STORAGE EMPLOYEES' AWARD - QUEENSLAND RIVERSIDE COLD STORES  
(P. & O. AUSTRALIA LTD.) 2003**

Pursuant to s. 698 of the *Industrial Relations Act 1999*, Cold Storage Employees' Award - Queensland Riverside Cold Stores (P. & O. Australia Ltd.) 2003 with all amendments as at 10 December 2009, is hereby reprinted.

I hereby certify that the Award contained herein is a true and correct copy of the Cold Storage Employees' Award - Queensland Riverside Cold Stores (P. & O. Australia Ltd.) 2003 as at 10 December 2009.

Dated 10 December 2009.

G.D. Savill  
Industrial Registrar

**COLD STORAGE EMPLOYEES' AWARD - QUEENSLAND RIVERSIDE COLD STORES  
(P. & O. AUSTRALIA LTD.) 2003**

**PART 1 - APPLICATION AND OPERATION**

**1.1 Title**

This Award is known as the Cold Storage Employees' Award - Queensland Riverside Cold Stores (P. & O. Australia Ltd.) 2003.

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### 1.3 Date of operation

This Award takes effect from 14 July 2003.

### 1.4 Coverage

Notwithstanding the provisions of any other Award or Industrial Agreement this Award shall apply exclusively to P. & O. Australia Ltd., and to their employees employed in or in connection with or incidental to the operation of the premises of the said company at Hamilton, Brisbane.

### 1.5 Definitions

- 1.5.1 The "Act" means the *Industrial Relations Act 1999* as amended or replaced from time to time.
- 1.5.2 "Casual employee" means an employee engaged as such on an hourly basis.
- 1.5.3 "Chiller" means a chamber for the storage and preservation of foodstuffs the temperature of which is reduced by artificial means to not less than minus 1.1 degrees Celsius.
- 1.5.4 "Commission" means the Queensland Industrial Relations Commission.
- 1.5.5 "Freezer" means a chamber for the storage and preservation of foodstuffs, the temperature of which is reduced by artificial means to less than minus 1.1 degrees Celsius.
- 1.5.6 "Mutually agreed" means agreed in writing between the employer and the branch secretary of the Union.
- 1.5.7 "Union" means The Australian Workers' Union of Employees, Queensland.

## **1.6 Parties Bound**

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

## **PART 2 - FLEXIBILITY**

### **2.1 Enterprise flexibility**

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

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

### **3.1 Consultative mechanisms and procedures in the workplace**

- 3.1.1 The development of effective ongoing participation/consultative practices is important in the process of Award restructuring and can lead to advantages for both the employer and employees. It is therefore desirable that participative/consultative mechanisms, established at local level be continued.
- 3.1.2 Consultative mechanisms/practices is implemented where agreement exists between employers and employees;
- (a) The form, structure and method of implementing consultative mechanism/practices shall be as determined at the local level through negotiations between the employer, employees and the Union consistent with agreed consultative models, provided however that the Union shall be represented in the consultative process by a duly elected job representative.
  - (b) The Union agrees that at the local level where agreed consultative mechanisms/practices are in place to allow through the consultative process the application of designated Award conditions in a more flexible manner. The Union shall be party to any agreement where the employees genuinely agree.
  - (c) The process of consultative practices is a mechanism through which employers can be involved in and positively contribute towards managements' decision making process. All decisions are encouraged to be reached through consultative mechanisms/practices, however, managerial prerogative is acknowledged.

### **3.2 Grievance and dispute settling procedure**

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

- 3.2.1 In the event of an employee having a grievance or dispute the employee shall in the first instance attempt to resolve the matter with the immediate supervisor, who shall respond to such request as soon as reasonably practicable under the circumstances. Where the dispute concerns alleged actions of the immediate supervisor the employee/s may bypass this level in the procedure.
- 3.2.2 If the grievance or dispute is not resolved under clause 3.2.1, the employee or the employee's representative may refer the matter to the next higher level of management for discussion. Such discussion should, if possible, take place within 24 hours after the request by the employee or the employee's representative.
- 3.2.3 If the grievance involves allegations of unlawful discrimination by a supervisor the employee may commence the grievance resolution process by reporting the allegations to the next level of management beyond that of the supervisor concerned. If there is no level of management beyond that involved in the allegation the employee may proceed directly to the process outlined at clause 3.2.5.
- 3.2.4 If the grievance or dispute is still unresolved after discussions mentioned in clause 3.2.2, the matter shall, in the case of a member of a Union, be reported to the relevant officer of that Union and the senior management of the employer or the employer's nominated industrial representative. An employee who is not a member of the Union may report the grievance or dispute to senior management or the nominated industrial representative. This should occur as soon as it is evident that discussions under clause 3.2.2 will not result in resolution of the dispute.
- 3.2.5 If, after discussion between the parties, or their nominees mentioned in clause 3.2.4, the dispute remains unresolved after the parties have genuinely attempted to achieve a settlement thereof, then notification of the existence of the dispute is to be given to the Commission in accordance with the provisions of the Act.
- 3.2.6 Whilst all of the above procedure is being followed, normal work shall continue except in the case of a genuine safety issue.
- 3.2.7 The *status quo* existing before the emergence of the grievance or dispute is to continue whilst the above procedure is being followed.
- 3.2.8 All parties to the dispute shall give due consideration to matters raised or any suggestion or recommendation made by the Commission with a view to the prompt settlement of the dispute.
- 3.2.9 Any Order or Decision of the Commission (subject to the parties' right of appeal under the Act) will be final and binding on all parties to the dispute.
- 3.2.10 Discussions at any stage of the procedure shall not be unreasonably delayed by any party, subject to acceptance that some matters may be of such complexity or importance that it may take a reasonable period of time for the appropriate response to be made. If genuine discussions are unreasonably delayed or hindered, it shall be open to any party to give notification of the dispute in accordance with the provisions of the Act.

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

### **4.1 Employment categories**

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

Employment categories are:

- (a) full-time; or
- (b) casual (as defined in clause 1.5.2).

### **4.2 2 or more classes of work**

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

### **4.3 Absenteeism control measures**

- 4.3.1 Sick leave is unlike annual or long service leave in that it is conditional upon an employee being ill or injured to the point of being unfit for duty.

It is an insurance to protect the employee and the employee's family against hardship should the employee be unable to continue in their normal occupation and shall be only so utilised.

- 4.3.2 This procedure is designed to curtail sick leave abuse by employees who are absent from work and who are not genuinely unfit for duty and is to operate notwithstanding the provisions of clause 7.2 (Sick leave).
- 4.3.3 At the end of each 3 monthly period or as sick leave absenteeism for any employee warrants, by mutual agreement with the representative of the Union, the employer shall review the sick leave records with a view to establishing a list of employees whose record of attendance gives cause of reasonable concern.
- 4.3.4 Any employee with an unsatisfactory record shall be interviewed by the employer in the presence of the district secretary of the Union or the employee's nominee if the employee so requests. If the discussion in respect to the absences does not provide satisfactory reason for the absences, then a letter of warning is to be sent to the employee and a copy to the nearest district secretary of the Union.
- 4.3.5 If no improvement is observed in the next period, the employee is to be again interviewed (as in clause 4.3.4), and if the interview results in unsatisfactory reasons being given, then a second letter of warning sent to the employee and a copy to the nearest district secretary of the Union also indicating proof of illness or a certificate may be required for any absence.
- 4.3.6 If the above action still results in unsatisfactory attendance at work then a final warning is to be given and if this is disregarded then good grounds will have been established for termination of employment.
- 4.3.7 The above procedure does not operate to withdraw the employer's right to take termination action or other disciplinary action against any employee if that employee has been found guilty of filling out a false sick leave application form and claiming sick leave pay when that person was not genuinely on sick leave. That is a matter relating to fraudulent misrepresentation which may justify instant dismissal.

#### **4.4 Anti-discrimination**

- 4.4.1 It is the intention of the parties to this Award to prevent and eliminate discrimination as defined by the *Anti-Discrimination Act 1991* and the *Industrial Relations Act 1999*, as amended from time to time, which includes:
  - (a) discrimination on the basis of sex, marital status, family responsibilities, pregnancy, parental status, age, race, impairment, religion, political belief or activity, trade union activity, lawful sexual activity and association with, or relation to, a person identified on the basis of the above attributes;
  - (b) sexual harassment; and
  - (c) racial and religious vilification.
- 4.4.2 Accordingly in fulfilling their obligations under the grievance and disputes settling procedure in clause 3.2, the parties to this Award must take reasonable steps to ensure that neither the Award provisions nor their operation are directly or indirectly discriminatory in their effects.
- 4.4.3 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.
- 4.4.4 Nothing in 4.4 is to be taken to affect:
  - (a) any different treatment (or treatment having different outcomes) which is specifically exempted under the *Anti-Discrimination Act 1991*; or
  - (b) an employee, employer or registered organisation, pursuing matters of discrimination, including by application to the Human Rights and Equal Opportunity Commission/Anti-Discrimination Commission Queensland.

#### **4.5 Termination of employment**

##### *4.5.1 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.

##### *4.5.2 Termination by employer*

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

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

(b) In addition to the notice in (a) above, employees 45 years old or over and who have completed at least two 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.

#### 4.5.3 *Notice of termination by employee*

The notice of termination required to be given by an employee shall be one week. If an employee fails to give notice, the employer shall have the right to withhold monies due to the employee with a maximum amount equal to the amount the employee would have received under clause 4.5.2(d) for a period of notice of one week.

#### 4.5.4 *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.

### **4.6 Introduction of changes**

#### 4.6.1 *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.

#### 4.6.2 *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 4.6.1.
- (c) For the purpose of such consultation the employer shall provide in writing to the employees concerned and, where relevant, their Union or Unions, all relevant information about the changes including the nature of the changes proposed, the expected effects of the changes on employees, and any other matters likely to affect employees, provided that any employer shall not be required to disclose confidential information, the disclosure of which would be adverse to the employer's interests.

## **4.7 Redundancy**

### *4.7.1 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 4.7.1(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 any employer shall not be required to disclose confidential information, the disclosure of which would be adverse to the employer's interests.

### *4.7.2 Transfer to lower paid duties*

- (a) Where an employee is transferred to lower paid duties for reasons set out clause 4.7.1 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 4.5.
- (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.

### *4.7.3 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 (transmitter) to another employer (transmittee), and an employee who at the time of such transmission was an employee of the transmitter 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 transmitter or any prior transmitter shall be deemed to be service of the employee with the transmittee.
- (b) In clause 4.7.3, '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.

### *4.7.4 Time off during notice period*

- (a) Where a decision has been made to terminate an employee in the circumstances outlined in clause 4.7.1, 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.

#### 4.7.5 *Notice to Centrelink*

Where a decision has been made to terminate employees in the circumstances outlined in clause 4.7.1, 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.

#### 4.7.6 *Severance pay*

- (a) In addition to the period of notice prescribed for ordinary termination in clause 4.5.2(a), and subject to further order of the Commission, an employee whose employment is terminated for reasons set out in clause 4.7.1(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.

#### 4.7.7 *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.

#### 4.7.8 *Employee leaving during notice*

An employee whose employment is terminated for reasons set out in clause 4.7.1(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.

#### 4.7.9 *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.

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

Clause 4.7 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.

#### 4.7.11 *Employees exempted*

Clause 4.7 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.

#### 4.7.12 *Employers exempted*

- (a) Subject to an order of the Commission, in a particular redundancy case, clause 4.7 shall not apply to an employer including a company or companies that employ employees working a total of fewer than 550 hours on average per week, excluding overtime, Monday to Sunday. The 550 hours shall be averaged over the previous 12 months.
- (b) A 'company' shall be defined as:
  - (i) a company and the entities it controls; or
  - (ii) a company and its related company or related companies; or
  - (iii) a company where the company or companies has a common Director or common Directors or a common shareholder or common shareholders with another company or companies.

#### 4.7.13 *Exemption where transmission of business*

- (a) The provisions of clause 4.7.6 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 4.7.13(a)(ii) if it is satisfied that it would operate unfairly in a particular case, or in the instance of contrived arrangements.

#### 4.7.14 *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.

## **4.8 Trainees**

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

## **4.9 Continuity of service - transfer of calling**

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

## **PART 5 - WAGES AND WAGE RELATED MATTERS**

### **5.1 Definition of classifications**

5.1.1 *Cold Storage and Ice Making Employee Grade 1 (82%)* - A new employee to the industry in the first 3 months in the capacity of a trainee. Such employee to undergo induction and training and perform duties as directed.

Employees at this level perform routine duties essentially of a manual nature. In accord with their experience and level of training, they:

- (a) perform general labouring and cleaning duties;
- (b) exercise minimal judgement;
- (c) work under direct supervision;
- (d) undertake structured on-the-job training so as to enable them to progress to Grade 2.

5.1.2 *Cold Storage and Ice Making Employee Grade 2 (87.4%)* -

(a) Points of Entry - An employee at this level performs work above and beyond the skills of an employee at Cold Storage Employee - Grade 1 to the level of their training for this level including certification where relevant.

(b) Skills -

- (i) Responsible for the quality of their own work subject to detailed direction.
- (ii) Works in a team environment and/or under routine supervision.
- (iii) Undertakes duties in a safe and responsible manner.
- (iv) Exercises discretion within their level of skills and training.
- (v) Possesses basic interpersonal communication skills.
- (vi) Competent in operating non-licensed material handling equipment.

(c) Indicative duties of such classification may include the following:

- (i) Operation of non-licensed material handling equipment.
- (ii) Physical movement of product, such as handling and stacking cartons and bodies of meat.
- (iii) Cleaning.
- (iv) General labouring duties.
- (v) Duties incidental or peripheral to the above.

5.1.3 *Cold Storage and Ice Making Employee Grade 3 (90%)* -

(a) Points of Entry - An employee at this level performs work above and beyond the skills of an employee at Cold Storage Employee - Grade 2 to the level of their training for this level including certification where relevant.

(b) Skills -

- (i) Able to understand detailed instructions and work from procedure.
- (ii) Works in a team environment and/or under routine supervision.
- (iii) Responsible for quality of their own work.
- (iv) Possesses sound interpersonal and communication skills.
- (v) Competent in operation of licensed equipment.

(c) Indicative duties of such classification may include the following:

- (i) Assembling/palletising cartons on pallets for orders and moving stock.
- (ii) Operations of licensed and non-licensed Materials Handling Equipment.
- (iii) Duties incidental or peripheral to the above.

5.1.4 *Cold Storage and Ice Making Employee Grade 4 (92.4%) -*

(a) Points of Entry - An employee at this level performs work above and beyond the skills of an employee at Cold Storage Employee - Grade 3 to the level of their training for this level including certification where relevant.

(b) Skills -

- (i) Able to understand detailed instructions and work from procedure.
- (ii) Able to co-ordinate work in a team environment under limited supervision.
- (iii) Responsible for quality of their own work.
- (iv) Possesses sound interpersonal and communication skills.
- (v) Must be competent to perform one or more of the following tasks/duties or a combination of both.

(c) Indicative duties of such classification may in addition to those of classification Grade 3 include the following:

- (i) Identifying and selecting product for order picking.
- (ii) Checking use by dates.
- (iii) Maintain Records.
- (iv) Liaison with stock controller.
- (v) Processing damaged stock.
- (vi) Checking stock Inwards and Outwards against documents.
- (vii) Contact with clients.
- (viii) Duties incidental or peripheral to the above.
- (ix) Operate VDU for information, input and retrieval of information.

5.1.5 *Cold Storage and Ice Making Employee Grade 5 (96%) -*

(a) Points of Entry - An employee at this level performs work above and beyond the skills of an employee at Cold Storage Employee - Grade 4 to the level of their training for this level including certification where relevant.

(b) Skills -

- (i) Understands and is responsible for quality control standards.
- (ii) Possesses an advanced level of interpersonal and communication skills.
- (iii) Competent keyboard skills.
- (iv) Sound working knowledge of all warehousing/stores duties performed at levels below this grade, exercises discretion within scope of this grade.
- (v) May perform work requiring minimal supervision either individually or in a team environment.
- (vi) Operation of VDU for purposes in addition to information retrieval and input.

(c) Indicative duties of such classification, in addition to those of grade 4, may include:

- (i) Operation of equipment requiring special licence.
- (ii) Liaison with clients, suppliers, senior supervisors and engineers.
- (iii) Organisation of orders.
- (iv) Responsible for documentation including documents relating to the export of product.

5.1.6 *Cold Storage and Ice Making Employee Grade 6 (100%) -*

- (a) Points of Entry - An employee at this level performs work above and beyond the skills of an employee at Cold Storage Employee - Grade 5 to the level of their training for this level including certification where relevant.
- (b) Skills -
  - (i) Implements quality control techniques and procedures.
  - (ii) Understands and is responsible for a warehouse or a large section of a warehouse.
  - (iii) Highly developed level of interpersonal and communication skills.
  - (iv) Ability to supervise and provide direction and guidance to other employees including the ability to assist in the provision of on-the-job training and induction.
  - (v) Exercises discretion within the scope of this grade.
  - (vi) Exercises skills attained through the successful completion of an appropriate warehousing certificate.
- (c) Indicative duties of such classification, in addition to those of Grade 5, may include:
  - (i) Ordering goods and services.
  - (ii) Organising the service and repair of equipment.
  - (iii) Liaison with clients and supplier on sensitive matters.
  - (iv) Organisation of work.
  - (v) Authorisation of overtime and payment cards.
  - (vi) Counselling workers with respect to duties and workers performance.

## 5.2 Wages and extra payments

5.2.1 The minimum rates of wages to be paid to the following classes of employees shall be:

Classification Level	Relativity (Note 2) %	Award Rate Per Week \$
Grade 1	82	603.90
Grade 2	87.4	626.40
Grade 3	90	637.80
Grade 4	92.4	647.30
Grade 5	96	662.30
Grade 6	100	681.00

NOTE 1: Grade 3 includes an excess payment of \$0.50.

NOTE 2: The percentage relativities column relates to percentages applying before the application of the \$8.00 arbitrated safety net adjustment made in accordance with the February 1994 Review of Wage Fixing Principles. The percentage relativities are based on a base rate and supplementary payment totalling \$417.20 per week. The percentage relativities column should also be applied by excluding amounts shown in the "Excess Payments" column in any calculations of relativities.

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

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

### 5.2.2 Casual rate

Casual workers shall be paid an hourly rate arrived at by calculating 1/40<sup>th</sup> of the prescribed weekly rate for the class of work performed and adding 23 per cent:

Provided that casual workers who attend for work at the appointed time shall be provided with a minimum of 4 hours' work or paid as for 4 hours' work.

### 5.3 Payment of wages

5.3.1 Except where otherwise mutually agreed, wages shall be paid weekly by electronic funds transfer in the case of full-time employees, and in the employer's time:

Provided that in the case of a casual employee, payment may be made the day following the casual employee's engagement or within one hour of ceasing time on the day of the casual employee's engagement or guaranteed 4 hours' pay on same day of casual employees engagement with balance if any, within one hour of ceasing time on same day or day following employees engagement.

### 5.4 Allowances

5.4.1 *Employees in charge*

Employees appointed to be leading hands in charge of other employees or charge hands shall be paid the following amounts in addition to the prescribed weekly wage:

	Per Day
	\$
Not more than 5 employees	4.80
More than 5 employees	6.43

5.4.2 *Employees operating forklifts*

Employees operating forklifts shall be paid 77.75c per hour in addition to their ordinary rates.

5.4.3 Where the physical packing and/or unpacking of F.C.L. containers for export/import is performed at a cold store the following additional allowance shall be paid to employees whilst so engaged at any time:

Packing and/or unpacking \$3.76 per container.

5.4.4 *Disability allowance -*

	Per Week
	\$
Employees in Chiller	21.90
Employees in Freezer for less than 4 hours per day	23.40
Employees in Freezer for more than 4 hours per day	32.40

5.4.5 *General disability allowance*

Employees covered by this Award shall be paid a general disabilities allowance at the rate as listed in clause 5.4.4.

The allowance shall be treated as part of the ordinary wage for all purposes of the Award except overtime.

The allowance shall be deemed to be paid in settlement of any claims in the following respects:

- (a) work in low temperatures;
- (b) provision of clothing (other than protective clothing as specified in clause 10.5 of this Award);
- (c) packing and unpacking of containers;
- (d) washing time and walking time.

### 5.5 Superannuation

5.5.1 *Superannuation Legislation* - The subject of superannuation is dealt with extensively by legislation including the *Superannuation Guarantee (Administration) Act 1992*, the *Superannuation Industry (Supervision) Act 1993* and the *Superannuation (Resolution of Complaints) Act 1993* (collectively the superannuation legislation). This legislation, as varied from time to time, governs the superannuation rights and obligations of the parties.

5.5.2 *Definitions* - For the purposes of clause 5.5, the following definitions shall apply:

"Fund" means a complying superannuation fund as that term is used in the superannuation legislation

"Ordinary time earnings" means the relevant Award classification rate, overaward payments and shift work loadings (where relevant).

5.5.3 *Employee Contributions* - The employer must, in accordance with the governing rules of the relevant fund, make such superannuation contributions for the benefit of an employee as will avoid the employer being required to pay superannuation guarantee charge under the superannuation legislation with respect to that employee. For the purposes of the superannuation legislation, an employee's ordinary time earnings are intended to provide that employee's notional earning base.

5.5.4 *Voluntary Employee Contributions* - Subject to the governing rules of the relevant fund, an employee who wishes to make contributions to the fund may either forward their own contribution directly to the fund administrators or authorise the employer to pay into the fund from the employee's wages, amounts specified by the employee.

The amount of contributions shall be expressed in whole dollars.

An employee shall have the right to adjust the level of contribution made on their own behalf from the first of the month following the giving of three months' written notice to the employer.

Contributions deducted under this clause shall be forwarded to the fund at the same time as contributions under clause 5.5.3.

5.5.5 *Superannuation Fund* - The employer must, in accordance with the governing rules of the relevant fund, make superannuation contributions to any of the following funds:

(a) P & O Australia Ltd. trading as P & O Cold Storage - Hamilton, Plan No.: 121861; or

(b) any fund agreed between the Union and the employer respondent to this Award.

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

### **6.1 Hours of work**

#### *6.1.1 Day work*

The ordinary hours of day workers (other than those referred to in clause 6.1.2 shall not exceed 8 per day or 40 per week. Such ordinary hours shall be worked consecutively, except for meal breaks and smokos, between 6.00 a.m. and 5.00 p.m. Monday to Friday, both inclusive. The ordinary starting and ceasing times once fixed between these hours shall not be altered except by the giving by the employer to the employees concerned of 2 day's notice of such alteration:

Provided that the ordinary starting and ceasing times of employees may be staggered so as to allow for continuous work.

6.1.2 *Employees receiving produce from boning rooms* - The ordinary working hours of employees receiving produce from boning rooms shall not exceed 8 per day or 40 per week and shall be as are mutually agreed upon between the employer and the branch secretary of the Union:

Provided that where practicable these hours shall be determined so as to coincide with the ordinary hours of work at the boning rooms.

### **6.2 Meal times and rest pauses**

#### *6.2.1 Meal breaks*

Employees other than those referred to in clause 6.2.4 shall be given a meal break of not less than half an hour or more than one hour, to be commenced not earlier than 3 1/2 hours or later than 5 hours after the commencement of their daily work:

Provided that meal breaks may be staggered amongst employees so as to allow for continuous work.

#### *6.2.2 Rest pauses*

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

Provided further it is agreed that rest pauses will not be eliminated, but where "mutually agreed" periods of work may be re-arranged and/or combined so that there is less disruption to certain work by moving the rest pauses:

Provided further that employees who are working in a chamber where the temperature is less than minus 1.1 degrees Celsius shall be allowed a rest period of 10 minutes after each hour worked in addition to the recognized smoko; but such extra rest periods may be so arranged that sufficient men remain in the department to carry on the work.

#### 6.2.3 *Crib breaks and overtime*

Employees other than those referred to in clause 6.2.4 required to continue working for more than one hour after the ordinary ceasing time shall be allowed a break of one-half hour for a meal after the first hour worked and a further break of 3/4 of an hour after each subsequent 4 hours overtime worked, for which no deduction of pay shall be made:

Provided that if an employee is required to work overtime in excess of 4 hours before the ordinary starting time on an ordinary working day or on a Saturday, Sunday or public holiday, the employee shall be allowed a break of half an hour for a meal in the employer's time after the expiration of the first 4 hours and subsequent 4 hours worked:

Provided further an employee entitled to a break in accordance with the previous proviso shall be required to work at least 2 hours prior to ordinary starting time before being entitled to such a break.

#### 6.2.4 *Employees receiving produce from boning rooms*

Notwithstanding anything hereinbefore prescribed, meal breaks, smokos and crib breaks for employees receiving produce from boning rooms shall be taken at times mutually agreed upon between the employer and the branch secretary of the Union:

Provided that where practicable these times shall be determined so as to coincide with meal breaks, smokos and crib breaks taken at the boning rooms.

### **6.3 Meal allowance**

6.3.1 Employees required to continue working for more than one hour after their ordinary ceasing time shall be provided by the employer with a reasonable meal or paid a meal allowance of \$9.60.

If the overtime continues for a further 4 hours beyond the first hour worked a further meal shall be provided or meal allowance paid after each additional 4 hours worked.

6.3.2 Employees required to work overtime for more than 4 hours continuously on a Saturday, Sunday or public holiday shall at the expiration of each 4 hourly period be provided by the employer with a reasonable meal or paid a meal allowance of \$9.60.

### **6.4 Overtime**

6.4.1 All time worked by any employee before the fixed starting time or after the fixed ceasing time or in excess of 8 hours per day or 40 hours per week shall be deemed overtime, and shall be paid for at the rate of double time.

6.4.2 All time worked during a recognised meal break shall be paid for at the rate of double time and such payment shall continue until a meal break of not less than half an hour has been allowed.

### **6.5 Minimum payments for overtime work**

6.5.1 Employees detained or recalled to work on week days after ordinary ceasing time shall be provided with a minimum of 4 hours' work or paid for a minimum of 4 hours at overtime rates.

6.5.2 Employees required to work overtime on Saturdays, Sundays, and holidays shall be provided with a minimum of 4 hours' work or paid for a minimum of 4 hours at overtime rates.

#### 6.5.3 *Time off duty after overtime*

An employee who works so much overtime between the termination of their ordinary work on one day and the commencement of their ordinary work on the next day that the employee has not at least 8 consecutive hours off duty between those times shall, subject to clause 6.5.3 be released after completion of such overtime until the employee has had 8 consecutive hours off duty without loss of pay for ordinary working time occurring during such absence.

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

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

### **7.1 Annual leave**

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

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

Such annual leave shall be exclusive of any public holiday which may occur during the period of that annual leave and (subject to clause 7.1.2) shall be paid for by the employer in advance:

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

If the employment of any employee is terminated at the expiration of a full year of employment, the employer shall be deemed to have given the leave to the employee from the date of the termination of the employment and shall forthwith pay to the employee in addition to all other amounts due to the employee, their pay, calculated in accordance with clause 7.1.2), for 4 weeks and also their ordinary pay for any public holiday occurring during such period of 4 weeks.

If the employment of any employee is terminated before the expiration of a full year of employment, such employee shall be paid, in addition to all other amounts due to the employee, an amount equal to 1/12<sup>th</sup> of their pay for the period of their employment calculated in accordance with clause 7.1.2.

#### *7.1.2 Calculation of annual leave pay*

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

- (a) Leading hands, &c - Subject to clause 7.1.2(b), leading hand allowances and amounts of a like nature otherwise payable for ordinary time worked shall be included in the wages to be paid to employees during annual leave.
- (b) All employees - Subject to the provisions of clause 7.1.2(c), in no case shall the payment by the employer to an employee be less than the sum of the following amounts:
  - (i) The employee's ordinary wage rate as prescribed by the Award for the period of the annual leave (excluding shift premiums and week-end penalty rates);
  - (ii) Leading hand allowance or amounts of a like nature;
  - (iii) A further amount calculated at the rate of 17 ½% of the amounts referred to in clauses 7.1.2(b)(i) and 7.1.2(b)(ii).
- (c) The provisions of clause 7.1.2(b) shall not apply to the following:
  - (i) any period or periods of annual leave exceeding 4 weeks in any other case.
  - (ii) employers (and their employees) who are already paying (or receiving) an annual leave bonus, loading or other annual leave payment which is not less favourable to employees.



7.1.3 At least one month's notice of the commencement of annual leave shall be given to the employee:

Provided that the employer may specify up to 6 weeks in any calendar year as peak periods when leave shall not be taken.

7.1.4 Except as hereinbefore provided it shall not be lawful for any employer to give or for any employee to accept payment in lieu of annual leave.

7.1.5 *Illness during annual leave* - When such illness exceeds one week and is covered by a medical certificate, it shall be regarded as sick leave and an equivalent number of days shall be added to the employee's annual leave:

Provided that the annual leave taken at the time concerned shall not be extended.

## **7.2 Sick leave**

7.1.1 Every employee absent from work through illness on the production of a certificate from a duly qualified medical practitioner specifying the nature of the illness of the employee and the period or approximate period during which the employee will be unable to work, or of other evidence of illness to the satisfaction of the employer, and subject to the employee having promptly notified the employer of the employee's illness and of the approximate period aforesaid shall, subject as herein provided be entitled to payment in full for all time the employee is so absent from work:

Provided that it shall not be necessary for an employee to produce such a certificate if the employee's absence from work on account of illness does not exceed 2 days:

Provided further in no case shall the liability of the employer exceed 2 weeks' wages in respect of any one year.

Sick leave not taken may be allowed to accumulate for a period not exceeding 3 years:

Provided that the employer shall not be bound to pay for more than 4 weeks' absence through illness in any one year.

7.1.2 Every employee shall, at the end of each 3 years' employment be paid in full at the employee's then ordinary rate of wages in respect of any untaken sick leave then standing to the employees credit.

Upon request by any employee the employer will deposit such untaken sick leave payment to the credit of a saving bank account to be nominated by the employee, and shall produce to the employee evidence that such deposit has been made.

## **7.3 Bereavement leave**

### *7.3.1 Full-time employees*

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

### *7.3.2 Long-term casual employees*

(a) A long-term casual employee is entitled to at least 2 days unpaid bereavement leave on the death of a member of the person's immediate family or household in Australia.

(b) A "long-term casual employee" is a casual employee engaged by a particular employer, on a regular and systematic basis, for several periods of employment during a period of at least 1 year immediately before the employee seeks to access an entitlement under clause 7.3.2.

### *7.3.3 "Immediate family" includes:*

(a) A spouse (including a former spouse, a *de facto* spouse and a former *de facto* spouse, spouse of the same sex) of the employee; and

(b) A child or an adult child (including an adopted child, a foster child, an ex-foster child, a stepchild or an ex-nuptial child), parent, grandparent, grandchild or sibling of the employee or spouse of the employee.

### *7.3.4 Unpaid leave*

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

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

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

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

#### **7.5 Family Leave**

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

7.5.1 It is to be noted that:

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

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

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

#### **7.6 Public holidays**

7.6.1 All work done by any employee on:

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

will be paid for at the rate of double time and a-half.

##### *7.6.2 Labour Day*

All employees covered by this Award shall be entitled to be paid a full day's wage for Labour Day (the first Monday in May or other day appointed under the *Holidays Act 1983*, to be kept in place of that holiday) irrespective of the fact that no work may be performed on such day, and if any employee concerned actually works on Labour Day, such employee shall be paid a full day's wage for that day and in addition a payment for the time actually worked by the employee at one and one-half times the ordinary rate prescribed for such work with a minimum of 4 hours.

##### *7.6.3 Annual show*

All work done by employees in a district specified from time to time by the Minister by notification published in the *Gazette* on the day appointed under the *Holidays Act 1983*, 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 one-half.

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

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

7.6.5 All time worked on any of the aforesaid holidays outside the ordinary starting and ceasing times prescribed by this Award for the day of the week on which such holiday falls shall be paid for 2 ½ times the rate prescribed by this Award for such time when worked outside the ordinary starting and ceasing times on an ordinary working day.

#### 7.6.6 *Stand down*

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

### 7.7 **Jury service**

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

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

No provisions inserted in this Award relevant to this Part.

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

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

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

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

### **9.2 Training**

9.2.1 Following proper consultation, an employer shall develop a training policy and programme consistent with:

- (a) the current and future skill needs of the enterprise;

(b) the size, structure and nature of the operations of the enterprise;

(c) the need to develop vocational skills relevant to the enterprise and the Cold Storage industry through course conducted by appropriate educational institutions and training providers.

9.2.2 Where, as a result of consultation, it is agreed by the employer that additional training in accordance with the programme developed pursuant to clause 9.2.1 should be undertaken by an employee, that training may be undertaken either on or off the job:

Provided that if the training is undertaken during ordinary working hours the employee concerned shall not suffer any loss of pay. The employer shall not unreasonably withhold such paid training leave.

Any costs associated with standard fees for prescribed courses and textbooks (excluding those textbooks which are available in the employer's technical library) incurred in connection with the undertaking of training shall be reimbursed by the employer upon production of evidence of such expenditure:

Provided that reimbursement shall be on an annual basis, subject to the presentation of reports of satisfactory progress.

9.2.3 Travel costs incurred by an employee undertaking training in accordance with clause 9.2 which exceed those normally incurred in travelling to and from work shall be reimbursed by the employer .

9.2.4 Clauses 9.2.1 and 9.2.2 shall operate as interim provisions and shall be reviewed after 12 months' operation.

9.2.5 Any disputes arising in relation to this clause shall be subject to the provisions of clause 3.2 (Grievance and dispute settling procedures).

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

### **10.1 Lockers**

The employer shall provide lockers, showers and dressing rooms for employees and maintain them in a satisfactory condition with the co-operation of the employees.

### **10.2 Hot water**

The employer shall provide equipment and facilities for the supply of boiling water at smokos and meal times.

### **10.3 Conveyance**

The employer shall provide conveyance to transport employees to the railway station or bus stop most convenient to their places of residence when such employees cease work after their usual form of public transport is not available:

Provided however that nothing contained in clause 10.3 shall be deemed to abrogate or alter any existing arrangements between the employer and employees for the supply of transport after public transport has ceased.

### **10.4 Start and finish on the job**

Employees shall be required to "clock on" prior to ordinary starting time and be in transit to their ordinary work stations at normal starting time. Further at ordinary ceasing time, employees shall not leave their work stations until such time.

### **10.5 Protective clothing**

#### *10.5.1 Freezers*

Freezer suits and boots shall be supplied by the employer for employees working in freezers.

#### *10.5.2 Chillers*

General storage hands shall on application be supplied by the employer with waterproof aprons, which shall remain the property of the employer and which shall be laundered by the employer at the employer's expense.

10.5.3 Gloves shall be supplied by the employer to employees in cold rooms on the following basis:

(a) Gloves will be issued on the basis that they must be signed for and, in the event of loss, the employee will be responsible for the cost of replacement, which shall be by way of a payroll deduction.

- (b) All weekly hands shall be given a personal issue of gloves.
- (c) All regular casuals shall be issued with gloves on a day-to-day basis when they are required to work in the blast freezer, shelf coil room numbers 1 to 11, while they are being used as freezing chambers, or on the bagging of beef inside the freezing chamber, and for general work being performed inside the freezing chambers.
- (d) Gloves will be replaced on a "wear and tear" basis provided that the old gloves are returned on the occasion of a new set being required.

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

### **Preamble**

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

### **11.1 Right of entry**

#### *11.1.1 Authorised industrial officer*

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

#### *11.1.2 Entry procedure*

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

#### *11.1.3 Inspection of records*

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

#### 11.1.4 *Discussions with employees*

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

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

#### 11.1.5 *Conduct*

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

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

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

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

11.2.2 The time and wages record must also contain:

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

11.2.3 The employer must keep the record for 6 years.

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

### **11.3 Union encouragement**

#### **Preamble.**

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

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

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

The document provided by the employer shall also identify the existence of a union encouragement clause in this Award.

#### 11.3.2 *Union delegates*

- (a) Union delegates and job representatives have a role to play within a workplace. The existence of accredited Union delegates and/or job representatives is encouraged.
- (b) The employer shall not unnecessarily hinder accredited Union delegates and/or job representatives in the reasonable and responsible performance of their duties.

#### 11.3.3 *Deduction of union fees*

Where arrangements can be entered into, employers are encouraged to provide facilities for the deduction and remittance of Union fees for employees who signify in writing to their employer their desire to have such membership fees deducted from their wages.

Dated 6 May 2003.

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

Operative Date 14 July 2003