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QUEENSLAND INDUSTRIAL RELATIONS COMMISSION

Industrial Relations Act 1999
Industrial Court Rules 1997

NOTICE

The following Agreements have been certified by the Commission:-

No/s	Title	Date certified	Cancelling
CA246/00	EMS Constructions Pty Ltd - Certified Agreement	14/6/00	CA303/97
CA247/00	Phil Symonds t/a PF & AP Symonds - Certified Agreement	14/6/00	CA158/97
CA248/00	PPP Major Projects Pty Ltd - Certified Agreement	14/6/00	
CA249/00	Lindores Cranes & Rigging Pty Ltd - Certified Agreement	14/6/00	CA314/97
CA250/00	NJ & SJ Stubbs t/a NJ & SJ Stubbs Bricklayers - Certified Agreement	14/6/00	
CA251/00	D & C Tiling (Qld) Pty Ltd - Certified Agreement	14/6/00	
CA252/00	Solvale Pty Ltd t/a Don Portos Plastering - Certified Agreement	14/6/00	
CA256/00	Yatala Pies - Certified Agreement 2000	14/6/00	CA366/98
CA257/00	Tarong North Power Station Construction Project - Certified Agreement 2000	14/6/00	
CA258/00	Paterson Concreting Services - Certified Agreement	14/6/00	
CA259/00	J&I Schmider Investments Pty Ltd T/A Schmider Engineering Group - Certified Agreement	14/6/00	
CA260/00	Piticco Steelfixing Pty Ltd - Certified Agreement	14/6/00	CA150/97
CA261/00	Dexalaw Pty Ltd T/A Hanchard Crane Hire - Certified Agreement	14/6/00	
CA262/00	Tessmann Concreting Pty Ltd - Certified Agreement	14/6/00	
CA263/00	Queensland Pre-Stressing Pty Ltd - Certified Agreement	14/6/00	CA324/95
CA186/00	Main Street - Certified Agreement 2000	15/6/00	
CA265/00	Beth Eden Aged Persons Home Nursing Staff - Certified Agreement 2000	15/6/00	CA24/98

E. EWALD
Industrial Registrar

QUEENSLAND INDUSTRIAL RELATIONS COMMISSION

*Industrial Relations Act 1999 – s. 125 – making, amending and repealing awards***The Australian Workers' Union of Employees, Queensland AND The Bureau of Sugar Experiment Stations (B418 of 1998)****The Bureau of Sugar Experiment Stations AND The Australian Workers' Union of Employees, Queensland (B958 of 1999)****SUGAR EXPERIMENT STATIONS BOARD FIELD SECTOR EMPLOYEES' AWARD – STATE**

COMMISSIONERS EDWARDS, BECHLY, SWAN

1 June 2000

RECISSION AND NEW AWARD

THIS matter coming on for hearing before the Commission at Brisbane on 23 October 1998, 22 April, 10 May and 6 and 9 September 1999, this Commission doth order, that the said Award be rescinded and doth award as follows as from the first day of June, 2000:–

BUREAU OF SUGAR EXPERIMENT STATIONS FIELD SECTOR EMPLOYEES' AWARD – STATE**PART 1 – APPLICATION AND OPERATION****1.1 Title**

This Award shall be known as the Bureau of Sugar Experiment Stations Field Sector Employees' Award – State.

Arrangement

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1.3 Award Coverage

1.3.1 The Award shall apply to those employees of the Bureau of Sugar Experiment Stations whose rates of pay are fixed by this Award and the Bureau of Sugar Experiment Stations as the employer in relation to such employees.

1.3.2 For the purpose of this Award the districts created are as set out hereafter:–

Southern District – All that portion of the State of Queensland south of the Tropic of Capricorn.

Central District – All that portion of the State of Queensland between the Tropic of Capricorn and the twentieth parallel of south latitude.

Northern District – All that portion of the State of Queensland north of the twentieth parallel of south latitude.

1.4 Date of Operation

This Award shall be effective from 1 June 2000.

1.5 Copy of Award to be Displayed

Every employer is to keep affixed in some conspicuous place at or near the entrance of each factory, workroom, shop or other premises in which this Award has application, in such a position as to be easily read by employees therein, a true copy of this Award.

PART 2 – TERMS AND CONDITIONS OF EMPLOYMENT**2.1 Contract of Employment**

2.1.1 General Basis –

(a) Unless otherwise specified in writing to the effect that an employee is engaged on an hourly or daily basis, each employee is deemed to be engaged on a weekly basis.

(b) Hourly, daily and weekly employees shall be paid on an hourly, daily and weekly basis respectively.

2.1.2 Single Contract Hourly Rate –

(a) Employees may be engaged in writing on a single contract hourly rate basis and shall be paid a 15% loading above the Standard Ordinary Hourly Rate as contained in subclause 3.3.2 and shall be paid that rate for each and every hour of work in lieu of the provisions of paragraph 4.1.1 (c) “Ordinary Time – Saturday/Sunday” and clause 4.2 (Overtime).

(b) Employees employed on this basis shall be entitled to all other entitlements contained in this Award.

2.1.3 Mixed Functions –

An employer may direct an employee to carry out such duties as are within the employee’s skill, competence and training, and shall be consistent with the limits of the employee’s obligations and responsibilities to work in a safe manner, and, the employer’s obligations and responsibilities to provide a safe and healthy working environment.

2.2 Dispute Avoidance Procedure

2.2.1 The objective of this procedure shall be to avoid disputes by the resolution of issues through measures based on consultation, co-operation and discussion and to avoid interruption to the performance of work and consequential loss of production and wages.

It is acknowledged that it is in the best interest of all parties that issues are identified and resolved in accordance with the agreed procedure.

2.2.2 The matters to be dealt with in the procedure herein shall include all grievances and disputes between an employee and an employer in respect to any industrial matter. Such procedure shall apply to any number of employees.

2.2.3 The procedures to be followed are –

(a) In the event of an employee/s having a grievance or dispute the employee shall, in the first instance, attempt to resolve the matter with the appropriate supervisor who shall respond to such request as soon as reasonably practicable under the circumstances.

(b) If the issue is not resolved in the first instance, it shall be discussed between the employee, the local representatives of the Bureau of Sugar Experiment Stations and the local Organiser and/or District Secretary of The Australian Workers’ Union of Employees, Queensland.

(c) If the issue cannot be resolved at workplace or district level, the issue shall be discussed at State level between The Australian Workers’ Union of Employees, Queensland and representatives of the Bureau of Sugar Experiment Stations.

(d) Any issue which cannot be resolved after following the procedure prescribed above may be referred by either party to the Queensland Industrial Relations Commission.

- (e) Without prejudice to either party, whilst the above procedure is being followed, work shall continue normally, except in a case of a genuine safety issue and neither party shall unduly delay the procedure.
- (f) Throughout all stages of the procedure all relevant facts shall be clearly identified and recorded.

- 2.2.4 The *status quo* existing before the emergence of the grievance or dispute is to continue whilst the above procedure is being followed.
- 2.2.5 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 pursuant to s. 229 of the *Industrial Relations Act 1999*.
- 2.2.6 The parties give their genuine commitment to the procedure, particularly in the context of the need to avoid interruption to the performance of work and the consequential loss of production or wages.
- 2.2.7 This dispute avoidance procedure shall not prejudice either party exercising their rights before the Queensland Industrial Relations Commission.

2.3 Time and Wages Records of Award Employees

Keeping of Time and Wages Records and Inspection – the employer is to keep and have available for inspection, during the hours of operation of his business by an Industrial Inspector or by an authorised Industrial Officer (as defined), and as required by the *Industrial Relations Act 1999*, a time and wages book or similar record (as defined) in respect of persons who –

- (a) are for the time being in the employer's employment and working under this Award; or
- (b) were in the employer's employment and working under this Award, at any time during the period of six years before the date of an inspection of such book or record.

Notwithstanding paragraph 2.3(b), this subclause does not require any employer to keep such book or record in respect of any person whose employment with the employer has ceased for a period of at least six years.

2.4 Termination of Employment

- 2.4.1 Except in circumstances where the provisions of clause B (Introduction of Changes) and of clause C (Redundancy) of the Statement of Policy referred to in clause 29 hereof apply, all employees except casual employees shall be entitled to receive from and shall give to their employer one week's notice of termination of employment or in lieu thereof one week's pay shall be paid or forfeited.

The employer or an officer duly authorised by the employer shall have power to dismiss instantly an employee who is incompetent, or guilty of misconduct, drunkenness, dishonesty, or insubordination.

- 2.4.2 Except as provided for in clause 28 hereof, employers and employees to whom this Award applies shall observe the terms and conditions of the statement of policy of Termination of Employment, Introduction of Changes, Redundancy contained in the decision of the Full Bench of the Commission dated 16 June, 1987, and published in 125 QGIG 1119-1121:

Provided further that the provisos of clause A – Termination of Employment contained in the aforesaid statement of policy shall not have application under this Award except in circumstances resulting from technological change and/or redundancy as set out in clauses B and C respectively of that statement of policy.

2.5 Preference

- 2.5.1 Preference of employment under this Award at time of engagement shall be given to financial members of The Australian Workers' Union of Employees, Queensland, or if no such financial members are available and suitable, then to persons who give an undertaking in writing to apply for membership of the said Union within 14 days from the date of commencing employment.

No person shall be deemed to have made an application to become a financial member of the Union unless the fee prescribed by the rules of the Union has been tendered to some person authorised to receive such fee on the Union's behalf.

Preference of continuation in employment under this Award shall be given to financial members of The Australian Workers' Union of Employees, Queensland.

- 2.5.2 The prescribed conditions of which Preference is to be granted are –
- (a) an employer is required to give preference to a member of an industrial organisation over another person only when all factors relevant to the particular case are otherwise equal;
 - (b) an employer is not required to give preference to a member of an industrial organisation over a person in respect of whom there is in force a certificate under s. 115 of the Queensland *Industrial Relations Act 1999*; and
 - (c) preference means preference at the point of engagement and preference at the point of retrenchment.

PART 3 – DEFINITIONS, WAGES, ALLOWANCES

3.1 Definitions

- 3.1.1 "Cultivation/Cane Production Career-Path Stream" shall mean the specialised Career-Path for employees engaged in any duties associated with the preparation of land for the growing of sugar cane, any duties associated with the planting and growing of sugar cane, and any pre and post harvesting field work duties and including the operation of, and any work in connection with the operation of, any tractor or vehicle or other mobile equipment used in connection therewith.
- 3.1.2 "Cane Haulage Career-path Stream" shall mean the specialised Career-path for employees engaged in operating or on any duties in connection with the operation of any tractor or other vehicle used in the hauling out of harvested sugar cane to any delivery point as determined.

- 3.1.3 “Cane Harvesting Career-Path Stream” shall mean the specialised Career-Path for employees engaged in operating or on any duties in connection with the operation of any sugar cane harvester.
- 3.1.4 “Cultivation/Cane Production Inductee/Trainee” shall mean an employee who is engaged in accordance with the provisions for an Inductee/Trainee as prescribed by paragraph 3.3.2(d) hereof and is an employee regarded as a new starter with little or no cultivation/cane production skills and is completing an initial phase of probationary employment and on-the-job training prior to being employed as a Cultivation/Cane Production Employee Grade 1.
- 3.1.5 “Cane Haulage Inductee/Trainee” shall mean an employee who is engaged in accordance with the provisions for an Inductee/Trainee as prescribed by paragraph 3.3.2(d) hereof and is an employee regarded as a new starter with little or no cane haulage skills and is completing an initial phase of probationary employment and on-the-job training prior to being employed as a Cane Haulage Employee Grade 1.
- 3.1.6 “Cane Harvesting Inductee/Trainee” shall mean an employee who is engaged in accordance with the provisions for an Inductee/Trainee as prescribed by paragraph 3.3.2(d) hereof and is an employee who has worked at the level of either a Cultivation/Cane Production Employee Grade 1 or a Cane Haulage Employee Grade 1, and is completing an initial phase of probationary employment and on-the-job training prior to being employed as a Cane Harvesting Employee Grade 1.
- 3.1.7 “Cultivation/Cane Production Employee Grade 1” shall mean an employee in the Cultivation/Cane Production Stream who is competent above the skills and knowledge levels of a Cultivation/Cane Production Inductee/Trainee as prescribed in paragraph 3.3.2(d) and is an employee able to perform the following typical tasks:—
- (a) demonstrating an established work orientation, the knowledge, skills and capacity to perform proceduralised tasks under general supervision and more complex tasks involving the use of theoretical knowledge and motor skills;
 - (b) working with little supervision for routine tasks;
 - (c) operating, servicing, maintaining, and carrying out minor repairs to agricultural equipment;
 - (d) operating, servicing and maintaining any tractors, trucks and vehicles; and
 - (e) performing agricultural tasks such as land preparation, planing, irrigating, drainage, recognition of pest and diseases and correct application and use of chemicals and fertilisers.
- 3.1.8 “Cultivation/Production Employee Grade 2” shall mean an employee in the Cultivation/Cane Production Stream who is competent above the skills and knowledge levels of a Cultivation/Cane Production Employee Grade 1, and is an employee able to perform the following typical tasks:—
- (a) demonstrating an established work orientation, the knowledge, skills and capacity for self-directed application including the selection and use of appropriate techniques and equipment and the performance of complex tasks involving the use of applied theoretical knowledge and motor skills.
 - (b) working under general supervision;
 - (c) supervising other Cultivation/Cane Production Employees;
 - (d) keeping records;
 - (e) servicing, maintaining, significant repairing and setting up all cultivation/cane production equipment;
 - (f) operating, servicing and maintaining any tractors, trucks and vehicles;
 - (g) carrying out workshop skills including engineering repairs, competent welding, oxy cutting and grinding;
 - (h) selecting and applying pest and disease control measures including chemicals and fertilisers; and
 - (i) deciding and performing agricultural tasks such as land preparation, planning, irrigating and drainage.
- 3.1.9 “Cane Haulage Employee Grade 1” shall mean an employee who is competent above the skills and knowledge levels of a Cane Haulage Inductee/Trainee, and is an employee able to perform the following typical tasks:—
- (a) demonstrating an established work orientation, the knowledge, skills and capacity to perform proceduralised tasks under general supervision and more complex tasks involving the use of theoretical knowledge and motor skills;
 - (b) working under general supervision;
 - (c) operating vehicles hauling cane; and
 - (d) servicing, maintaining, minor repairing, adjusting cane haulage vehicles and equipment, and under supervision, cane harvesters.
- 3.1.10 “Cane Harvesting Employee Grade 1” shall mean an employee in the Cane Harvesting Stream who is competent above the skills and knowledge levels of a Cane Haulage Stream Employee and a Cane Harvesting Inductee/Trainee and is able to perform the following typical tasks:—
- (a) Demonstrating an established work orientation, the knowledge, skills, and capacity for self-directed application including the selection and use of appropriate techniques and equipment and the performance of complex tasks involving the use of applied theoretical knowledge and motor skills;
 - (b) working without supervision;

- (c) supervision and training Cane Haulage Stream Employees and Cane Harvesting Inductees/Trainees, and working in co-operation with Cane Cultivation/Production Employees;
 - (d) keeping records;
 - (e) servicing, maintaining significant repairing and setting up cane harvesters and hauling vehicles including ancillary harvesting equipment;
 - (f) operating cane harvesters, tractors and trucks, and vehicles;
 - (g) carrying out significant workshop skills including engineering repairs, competent welding, oxy cutting and grinding; and
 - (h) exercising soil, land and crop care in the cane harvesting and cane hauling process.
- 3.1.11 "Cane Harvesting Employee Grade 2" shall mean an employee in the Cane Harvesting Stream who is competent above the skills and knowledge levels of a Cane Haulage Stream Employee and a Cane Harvesting Inductee/Trainee and a Cane Harvesting Employee Grade 1, and is a employee able to perform the following typical tasks:-
- (a) demonstrating a highly developed knowledge, skills and capacity for self-directed application including the selection and use of appropriate techniques and equipment and the performance of complex tasks involving the use of applied theoretical knowledge and motor skills;
 - (b) working with self direction;
 - (c) directing, supervising and training Cane Harvesting Stream Employees and where relevant Cane Cultivation/Production Employees;
 - (d) analysing records;
 - (e) servicing, maintaining, major repairing and overhauling, and setting up, all harvesting and hauling vehicles and ancillary equipment;
 - (f) operating cane harvesters, tractors and trucks, and vehicles;
 - (g) carrying out major workshop skills including engineering repairs, overhauling, modifying, manufacturing, designing and advanced welding, oxy cutting and grinding; and
 - (h) directing, supervising and exercising soil, land and crop care in the cane harvesting and hauling process.
- 3.1.12 "Family" shall mean father, mother, husband or wife (including a *de-facto*), son, daughter, grandfather, grandmother, step-father, step-mother, foster parents, brother, sister, step-brother or step-sister, adopted and/or fostered children.
- 3.1.13 "Owner Driver" shall mean any person who owns and operates any vehicle used in the hauling of sugar cane.
- 3.1.14 The term "Vehicle" shall include any motor vehicle, tractor or trailer used in the hauling of sugar cane.
- 3.1.15 "Field Sector" shall mean all cane farming and/or harvesting operations, and any operations incidental to or in connection with such operations in the Queensland Sugar Industry including any pest, disease control and research operations of Cane Protection and Productivity Boards.
- 3.1.16 "Field Sector Employee" except for a member of a cane farmer's or a contractor's family (as defined) shall mean any employee engaged in the Field Sector as herein defined.
- 3.1.17 "Authorised Industrial Officer" means for the purposes of clause 2.3 (Time and Wages Records of Award Employees), clause 3.4 (Occupational Superannuation) and clause 7.3 (Recognition of Union Officials), an authorised Industrial Officer as defined in the Queensland *Industrial Relations Act 1999*.
- 3.1.18 "Similar Record" for the purposes of clause 2.3 (Time and Wages Record of Award Employees) means a "similar record" as defined by the Queensland *Industrial Relations Act 1999*.

3.2 Queensland Minimum Wage

3.2.1 The Queensland Minimum Wage -

No employee shall be paid less than the Queensland Minimum Wage.

3.2.2 Amount of Queensland Adult Minimum Wage -

The Queensland Minimum Wage for full-time adult employees not covered by subclause 3.2.4 is \$ 385.40 per week.

Adults employed under the Supported Wage Award – State shall continue to be entitled to receive the wage rates determined under that Award:

Provided that such employees shall not be paid less than the amount determined by applying the percentage in the supported Wage Award – State applicable to the employee concerned to the amount of the minimum wage specified in subclause 3.2.2.

Adults employed as part-time or casual employees shall continue to receive the wage rates determined under the casual and part-time clauses of the Award:

Provided that such employees shall not be paid less than *pro rata* the minimum wage specified in subclause 3.2.2 according to the number of hours worked.

3.2.3 How the Queensland Minimum Wage Applies to Juniors –

The Queensland Minimum Wage for an employee to whom a junior rate of pay applies is determined by applying the percentage in the junior wage rates clause applicable to the relevant amount in subclause 3.2.2.

3.2.4 Application of Queensland Minimum Wage to Special Categories of Employees –

This clause has no application to employees undertaking a State Training Wage Award Traineeship, an Australian Traineeship, a Career Start Traineeship, a Jobskills placement or an apprenticeship.

(Leave reserved for other special categories.)

3.2.5 Application of Queensland Minimum Wage to Award Rates Calculation –

The Queensland Minimum Wage:

- applies to all work in ordinary hours;
- applies to the calculation of overtime and all other penalty rates, superannuation, payments during sick leave, long service leave and annual leave, and for all other purposes of this Award; and
- is inclusive of the arbitrated Safety Net Adjustment provided by the Declaration of General Ruling operative from 1 September 1999 and all previous Safety Net and State Wage Adjustments.

3.3 Wages

3.3.1 Wage Level Relativities – All work shall be covered by the following Career-Path Classification Relativities –

Career-Path Classification Structure	%
Cultivation/Cane Production Inductee/Trainee	85
Cane Haulage Inductee/Trainee	92
Cane Harvesting Inductee/Trainee	95
Cultivation/Cane Production Employee Grade 1	95
Cane Haulage Employee Grade 1	95
Cane Harvesting Employee Grade 1	100
Cultivation/Cane Production Employee Grade 2	100
Cane Harvesting Employee Grade 2	105

3.3.2 Wages – The minimum weekly wage rate to be paid to employees shall be the sum of paragraphs 3.3.2 (a) and (b) and shall be paid for all purposes of the Award. The weekly rate shall be calculated to the nearest ten cents with five cents or more being taken upwards:

(a) Base Rate and Supplementary Payment (Southern Division) –

Grade Level	Base Rate Per Week			Supplementary Payment Per Week \$
	(as from the commencement of the first pay period after 1.9.97)	(as from 1.9.98)	(as from 1.9.99)	
	\$	\$	\$	
Cultivation/ Cane Production Inductee/Trainee.....	343.00	357.00	369.00	44.20
Cane Haulage Inductee/Trainee	370.40	384.40	396.40	47.80
Cane Harvesting Inductee/Trainee	382.10	396.10	408.10	49.40
Cultivation/ Cane Production Employee Grade 1	382.10	396.10	408.10	49.40
Cane Haulage Employee Grade 1	382.10	396.10	408.10	49.40
Cultivation/ Cane Production Employee Grade 2	401.80	415.80	427.80	52.00
Cane Harvesting Employee Grade 1	401.80	415.80	427.80	52.00
Cane Harvesting Employee Grade 2	421.50	435.50	447.50	54.60

(b) Excess Payment –

In addition to the rates expressed above in paragraph 3.3.2(a) above, the following excess payments shall be paid to all employees and shall be paid for all purposes of the Award. Such excess payments shall remain unaltered unless otherwise ordered by the Queensland Industrial Relations Commission:

Grade Level	Excess Payment Payment Per Week \$
Cultivation/ Cane Production Inductee/Trainee.....	16.50
Cane Haulage Inductee/Trainee	17.90
Cane Harvesting Inductee/Trainee	18.50
Cultivation/ Cane Production Employee Grade 1	18.50
Cane Haulage Employee Grade 1	18.50
Cultivation/ Cane Production Employee Grade 2	19.40
Cane Harvesting Employee Grade 1	19.40
Cane Harvesting Employee Grade 2	20.30

Consolidate Minimum Wages –

A. Cultivation/Cane Production Employee- Classifications	Relativities	Southern District Per Week		
		\$		
		(as from the commencement of the first pay period after		
		1.9.97)	(as from 1.9.98)	(as from 1.9.99)
		\$	\$	\$
Grade 2	100%	473.20	487.20	499.20
Grade 1	95%	450.00	464.00	476.00
Inductee/Trainee	85%	403.70	417.70	429.70
Youths 18-19	70%	329.20	336.30	342.20
Youths Under 18 Years.....	56%	264.40	271.40	277.40

B. Cane Haulage Employee - Classifications	Relativities	Southern District Per Week		
		\$		
		(as from the commencement of the first pay period after		
		1.9.97)	(as from 1.9.98)	(as from 1.9.99)
		\$	\$	\$
Grade 1	95%	450.00	464.00	476.00
Inductee/Trainee	92%	436.10	450.10	462.10

C. Cane Harvesting Employee - Classifications	Relativities	Southern District Per Week		
		\$		
		(as from the commencement of the first pay period after		
		1.9.97)	(as from 1.9.98)	(as from 1.9.99)
		\$	\$	\$
Grade 2	105%	496.40	510.40	520.40
Grade 1	100%	473.20	487.20	499.20
Inductee/Trainee.....	95%	450.00	464.00	476.00

NOTE: The rates of pay in this Award include the arbitrated Safety Net Adjustment payable under the 1 September 1999 Declaration of General Ruling and earlier Safety Net Adjustments. Where an employee has received a wage increase in excess of the total of the \$ 46 Safety Net Adjustments made available since 1 February 1992, that increase may be set off against the wage rate prescribed in this Award. The payments which may be set off include wages payable pursuant to certified agreements, currently operating enterprise flexibility agreements, Queensland workplace agreements, award variations to give effect to enterprise agreements and overaward arrangements. Absorption which is contrary to the terms of an agreement is not required. Increase made under previous State Wage Case decisions or under the current Statement of Principles, excepting those resulting from enterprise agreements, are not to be used to off-set arbitrated Safety Net Adjustments.

(c) District Parities – In addition to the wage rates contained in paragraphs 3.3.2 (a) and (b) hereof, the following district parities shall apply:–

Central District	\$0.90 per week;
Northern District	\$1.05 per week.

(d) Inductee/Trainee's Special Requirements – Employee's engaged as Inductees/Trainees shall have the following special requirements apply as follows:–

(i) Cultivation/Cane Production Inductee/Trainee –

(A) Such employee may be employed at the Cultivation/Cane Production Inductee/Trainee rate for a maximum of 228 consecutive hours within the first 6 weeks period from such employee's initial engagement in the industry:

Provided that nothing shall prevent the employer and the employee, agreeing to a lesser period than 6 weeks.

(B) Such employee, subject to the employer's rights of termination as contained in clause 2.4 (Termination of Employment) shall be provided with a total of a minimum of 24 weeks employment from such employee's initial engagement in the industry; and

(C) Following the completion of the agreed induction period as prescribed in paragraph 3.3.2 (d) (i) (A), the employee shall be paid at the rate of Cultivation/Cane Production Employee Grade 1, unless appointed to a higher Grade in the same Career-Path Stream or an equivalent Inductee/Trainee Classification based on relativities, or an equivalent Grade level, or a higher Grade level in another Career-Path Stream.

(ii) Cane Haulage Inductee/Trainee –

- (A) Such employee may be employed at the Cane Haulage Inductee/Trainee rate for a maximum of 152 consecutive hours within the first 4 weeks period from such employee's initial engagement in the industry:

Provided that nothing shall prevent the employer and the employee, agreeing to a lesser period than 4 weeks.

- (B) Such employee, subject to the employer's rights of termination as contained in clause 2.4 (Termination of Employment) shall be provided with a total of a minimum of 12 weeks employment from such employee's initial engagement in the industry; and

- (C) Following the completion of the agreed induction period as prescribed in paragraph (ii) (A), the employee shall be paid at the rate of Cane Haulage Employee Grade 1, unless appointed to a higher Grade in the same Career-Path Stream or an equivalent Inductee/Trainee Classification based on relativities, or an equivalent Grade level, or a higher Grade level in another Career-Path Stream.

(iii) Cane Harvesting Inductee/Trainee –

- (A) Such employee may be employed at the Cane Harvesting Inductee/Trainee rate for a maximum of 152 consecutive hours within the first 4 week period from such employee's initial engagement in the industry as a Cane Harvesting Inductee/Trainee:

Provided that nothing shall prevent the employer and the employee, agreeing to a lesser period than 4 weeks.

- (B) Such employee, subject to the employer's rights of termination as contained in clause 2.4 (Termination of Employment) shall be provided with a total of a minimum of 12 weeks employment from such employee's initial engagement in the industry as a Cane Harvesting Inductee/Trainee; and

- (C) Following the completion of the agreed induction period as prescribed in paragraph 3.3.2 (d) (i) (A), the employee shall be paid at the rate of Cane Harvesting Employee Grade 1, unless appointed to a higher Grade in the same Career-Path Stream or an equivalent Inductee/Trainee Classification based on relativities, or an equivalent Grade level, or a higher Grade level in another Career-Path Stream.

- (e) Employees who are not engaged for a full week shall be deemed to be "casual employees" and unless paid a full week's wages they shall be paid at the rate of 19% per hour in addition to the ordinary hourly rates. The ordinary hourly rates shall be computed by dividing the weekly rates by 38.
- (f) Cleaning Drains – Employees employed in cleaning drains where the water is over 7.62 cm in depth shall be paid 29.65 cents per hour in addition to the minimum rate during the time they are actually engaged on such work.
- (g) Employees who are required to work in water of a depth of 76.2 cm or more shall be paid 27 cents per hour with a minimum payment of 54 cents, in addition to the rates prescribed by this Division.

(NOTE: The relevant allowances and their dates of operation in accordance with the Wages Schedule contained herein this Award are as follows:–

<u>Column 1</u>	<u>Column 2</u>	<u>Column 3</u> (as from the commencement of the first pay period after 1.9.97)	<u>Column 4</u> (from 1.9.98)	<u>Column 5</u> (from 1.9.99)
Clause	\$	\$	\$	\$
3.3(2)(f)	27.5c	28.1c	28.95c	29.65c
3.3(2)(g)	25c	25.55c	26.35c	27.00c
	50c	51.1c	52.7c	54.00c.)

3.4 Occupational Superannuation

In addition to any other entitlement pursuant to this Award, eligible employees, shall be entitled to superannuation payments made by the employer into either one of the approved occupational superannuation funds provided for in accordance with the following provisions of this clause:–

3.4.1 Definitions and Eligibility –

- (a) "The approved funds" shall mean either the Australian Rural Industries Superannuation Fund known as "AUSTSAFE" established by a Deed of Trust dated the thirty-first day of August 1988 and Rules thereto as amended.
- (b) "Eligible Employee" shall mean –
- an employee in receipt of adult rates, or
 - a Trainee engaged under an appropriate Traineeship Industrial Agreement, who completes 100 hours employment under this Award. Such an employee shall be eligible to joint the approved fund where upon the employer or employers shall make the appropriate payment's from the date of commencement of employment.

Periods of stand-down in accordance with Part 6 s. 97 of the *Industrial Relations Act 1999* occurring whilst an employee is establishing the eligibility period of 100 hours, or any subsequent date of commencement of employment, shall be regarded as employment in the industry, but no employer contribution shall be payable during such periods of stand-downs.

- 3.4.2 Record Keeping – Each employee in order to establish that he or she has met the eligibility rules as provided for herein, shall keep his or her own written records containing details of commencement date's, relevant employer/s and the period's of such employment.

The employer shall be required to maintain records of time worked for the purpose of establishing the employee's entitlements to occupational superannuation and of payments made to the approved fund in the form required to be kept, and in accordance with clause 2.3 of this Award and the *Industrial Relations Act 1999*, and shall have such records available for inspection by an Industrial Inspector or authorised Industrial Officer (as defined) of The Australian Workers' Union of Employees, Queensland, authorised pursuant to ss. 368 and 369 respectively of that Act.

3.4.3 Contributions –

- (a) Employers shall contribute into such fund a minimum of 3% of ordinary time earnings per week on behalf of each eligible employee calculated on the classified rate as set out in clause 3.2 (Wages) of this Award, plus any appropriate all purpose allowances, if applicable, payable under this Award, rounded to the nearest 10 cents.
- (b) Contributions for casual employees shall be on the same basis as full-time employees, or pro rata if less than a full week is worked.
- (c) The employer may suspend for the applicable period contributions made on behalf of an employee if the employee is absent from the workplace other than for annual leave, long service leave, public holidays, paid sick leave, or workers compensation leave for a period of not more than 39 weeks.

3.4.4 Future Levels of Contributions – The contribution amount as prescribed in subclause 3.4.3 of this clause shall be adjusted to accord with movements from time to time in the rate of wages, as set out in clause 3.2 (Wages) and in any applicable allowances, as determined from time to time by the Queensland Industrial Relations Commission, rounded to the nearest 10 cents.

3.4.5 General –

- (a) The employer shall remit contributions to the approved fund on a monthly basis.
- (b) Eligible employees may personally contribute additional amounts to the fund in addition to the minimum employer contributions as set out in subparagraph 3.4.3 hereof by way of voluntary contribution and his or her employer shall (at the employee's written request) make arrangements for authorised deductions from the employee's pay to be forwarded to the administrators of the fund.
- (c) No additional amount shall be paid by the employer for the establishment, administration, management or any other charges in connection with the fund.
- (d) Nothing in this clause will act to diminish the rights and responsibilities of the Trustee of the fund as set out in accordance with the Deed of Trust and Rules thereto as amended.

3.5 Payment of Wages

Except as herein after provided, all payments of wages shall be made at least once in each fortnight within two days of the end of the fortnightly pay period. All such payments shall be by electronic funds transfer:

Provided that in the case of termination or dismissal, such employee shall be paid all wages within 30 hours:

Provided further that where an employee gives 30 hours' notice of termination, such employee shall be paid at the end of that period.

PART 4 – HOURS OF WORK, OVERTIME

4.1 Hours

4.1.1 (a) The ordinary working hours by employees shall not exceed 12 hours per day within any 12 consecutive hours per day, as agreed between the employer and the employee, and may be agreed to be worked on the basis of –

- 38 hours over a maximum of any 5 days out of 7 consecutive days;
- 76 hours over a maximum of any 10 days out of 14 consecutive days;
- 152 hours over a maximum of any 20 days out of 28 consecutive days.

Changes to the original agreed basis of the ordinary working hours may be further changed by a further agreement between the employer and the employee.

(b) Rostered Days Off –

Rostered days off shall be as follows –

- (i) Employees working on the basis of 38 hours per 7 consecutive day period, shall be entitled to a minimum period of 2 days off in the 7 day consecutive day period and where practicable, such days off shall be consecutive and taken at a time as mutually agreed between the employer and the employee;
- (ii) Employees working on the basis of 76 hours per 14 consecutive day period, shall be entitled to a minimum period of 4 days off in the 14 day consecutive day period and where practicable, at least 2 such days off shall be consecutive and taken at a time as mutually agreed between the employer and the employee;
- (iii) Employee/s working on the basis of 152 hours per 28 consecutive day period, shall be entitled to a minimum of 8 days off in the 28 consecutive day period, and where practicable at least 4 such days shall be consecutive. Days off shall be taken at times mutually agreed between the employer and the employee.

(c) Ordinary Time – Saturday/Sunday –

All ordinary time worked on Saturdays and Sundays shall be paid for at the rate of time and a-half

(d) Continuous Crushing Rosters –

Where sugar mills operate on a continuous crushing mode and as a consequence it is necessary to ensure agricultural and harvesting operations over seven days a week, employees engaged in such mill areas in driving cane harvesters or tractors hauling cane, or in fieldwork, shall work in accordance with a roster as mutually agreed upon between the employers, and The Australian Workers' Union of Employees, Queensland, or, as may be approved by the Queensland Industrial Relations Commission.

(e) Shift Work –

(i) Shift work up to two shifts per day may be worked by agreement between the Bureau of Sugar Experiment Stations the relevant employee/s and The Australian Workers' Union of Employees, Queensland or as provided by the Queensland Industrial Relations Commission:

Provided that a minimum period of shift work of four weeks is in operation and employees are worked on a roster which allows rotation through the respective shift.

(ii) The monetary shift allowance declared from time to time by the Queensland Industrial Relations Commission shall be paid to employees engaged on shift work.

4.2 Overtime

4.2.1 All authorised time worked in excess of or outside of the ordinary working hours shall be regarded as overtime and shall be paid for as wages.

4.2.2 All overtime on any one day shall be paid for at one and a half times the ordinary rate for the first three hours and double time thereafter.

4.2.3 Work in Excess of Ordinary Time Saturday/Sunday –

Authorised overtime performed by an employee working ordinary time on Saturday or Sunday shall be paid for at the rate of double time.

4.2.4 Work on Rostered Days Off

For work performed on the agreed rostered days off, employees shall be paid as follows:–

(a) For employees working on the basis of 38 hours per 7 consecutive day period:

(i) on the first day of the two days off, at the rate of time and a-half for the first three hours and double time thereafter, with a minimum of two hours work or payment therefor;

(ii) on the second day of the 2 days off, at the rate of double time, with a minimum of two hours work or payment therefor.

(b) For employees working on the basis of 76 hours per 14 consecutive day period:

(i) on the first 2 days of the two days off, at the rate of time and a-half for the first three hours and double time thereafter, with a minimum of two hours work or payment therefor;

(ii) on the second 2 days of the 4 days off, at the rate of double time, with a minimum of two hours work or payment therefor.

(c) For employees working on the basis of 152 hours per 28 consecutive day period:

(i) on the first 4 days of the eight days off, at the rate of time and a-half for the first three hours and double time thereafter, with a minimum of two hours work or payment therefor;

(ii) on the second 4 days of the eight days off, at the rate of double time, with a minimum of two hours work or payment therefor.

4.3 Rest pauses and Meal Breaks

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

Provided that, while rest pauses shall not be eliminated, by mutual agreement between the employer and the employees rest pauses may be taken in such a manner which results in both rest pauses being combined into one rest period of 20 minutes per day.

4.3.2 Every employee shall be allowed at least one half hour and not more than one hour for the meal break.

Provided that supervisors may at their discretion arrange the meal break times of employees so that there shall be continuity of operations where in their opinion continuity is necessary because of weather conditions or because of special circumstances.

PART 5 – LEAVE AND PUBLIC HOLIDAYS**5.1 Annual Leave**

5.1.1 Every employee (other than casuals) covered by this Award shall at the end of each year of employment be entitled to not less than four weeks annual leave on full pay.

Such annual leave shall be exclusive of any public holiday which may occur during the period of that annual leave and (subject to subclause 5.1.2 of this clause) shall be paid for by the employer in advance as follows –

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

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, the pay, calculated in accordance with subclause 5.1.2 hereof, for four weeks and also ordinary pay for any public holiday occurring during such period of four weeks.

If the employment of an employee is terminated before the expiration of a full year of employment, such employee shall be paid, in addition to all other amounts due, an amount equal to one-twelfth of the pay for the period of employment, calculated in accordance with subclause 5.1.2 hereof.

Reasonable notice of the commencement of annual leave shall be given to the employee.

5.1.2 *Calculation of Annual Holiday Pay* – In respect to annual holiday entitlements to which this clause applies, annual holiday pay (including any proportionate payments) shall be calculated as follows:–

- (a) the employee's ordinary wage rate as prescribed by the Award for the period of the annual holiday (excluding weekend penalty rates);
- (b) a further amount calculated at the rate of seventeen and one-half per centum of the amounts referred to in paragraph 5.1.2 (a) of this paragraph:

Provided that paragraph 5.1.2 (b) shall not apply to any period or periods of annual leave exceeding four (4) weeks per annum.

5.1.3 Unless the employee shall otherwise agree the employer shall give the employee at least fourteen days' notice of the date from which the annual leave shall be taken.

5.1.4 An employee, at the employer's discretion, may be granted leave in broken periods of not less than one day.

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

5.2 Bereavement Leave

5.2.1 An employee (other than a casual) shall on the death within Australia of a wife, husband, father, mother, mother-in-law, father-in-law, brother, sister, child or step-child, grandmother or grandfather, be entitled on notice to leave up to and including the day of the funeral for such relation, and such leave shall be without deduction of pay for a period not exceeding the number of hours worked by the employee in two ordinary days of work. Proof of such death shall be furnished by the employee to the satisfaction of his employer.

5.2.2 In the event of the death outside Australia of an employee's husband, wife, father or mother, child or step-child, grandmother or grandfather, and where such employee travels outside of Australia to attend the funeral, the employee shall be entitled to a maximum of two days' leave without loss of pay on each occasion and on the production of satisfactory evidence.

5.2.3 For the purposes of this clause, the words "wife" and "husband" shall include a person who lives with the employee as a *de facto* wife or husband.

5.2.4 Where an employee claims the benefit of this clause and such employee is occupying accommodation provided by the employer, then the granting of any leave as mentioned in this clause for a period in excess of four weeks may be conditional upon the following:–

- (a) the employee and family vacating the said accommodation for the total period of leave granted or such lesser period as may be agreed between the employer and the employee; or
- (b) the employee paying to the employer such reasonable sum for use and occupation of the said accommodation for the total period of such leave or such lesser period as may be agreed between the employer and the employee.

5.3 Long Service Leave

Employees covered by this Award shall be entitled to long service leave on full pay under, subject to and in accordance with the relevant provisions of the *Industrial Relations Act 1999*.

5.4 Family Leave

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

5.4.2 It is 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 the relevant provisions of the *Industrial Relations Act 1999*.

5.4.3 Where an employee claims the benefit of this clause and such employee is occupying accommodation provided by the employer, then the granting of any leave as mentioned in this clause for a period for a period in excess of four weeks may be conditional upon the following:–

- (a) the employee and family vacating the said accommodation for the total period of leave granted or such lesser period as may be agreed between the employer and the employee; or
- (b) the employee paying to the employer such reasonable sum for use and occupation of the said accommodation for the total period of such leave or such lesser period as may be agreed between the employer and the employee.

5.5 Sick Leave

- 5.5.1 Every employee, excluding casual employees, shall become entitled to not less than 60.8 hours sick leave for each completed year of employment with an employer.

Moreover, as respects any completed period of employment of less than one year with an employer after that date, an employee shall become entitled to eight hours sick leave for each six weeks of such period.

- 5.5.2 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 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 absence from work on account of illness does not exceed 16 hours.

- 5.5.3 Sick leave shall be cumulative but unless the employer and employee otherwise agree, no employee shall be entitled to receive, and no employer shall be bound to make, payment for more than 520 hours absence from work through illness in any one year.

- 5.5.4 The continuity of employment of any employee with an employer for sick leave accumulation purposes shall be deemed to be not broken by any of the following:-

- (a) absence from work on leave granted by the employer;
- (b) the employee having been dismissed or stood down by the employer, or the employee having terminated the employment with the employer, for any period not exceeding three months:

Provided that employee shall have been re-employed by that employer.

- (c) the period during which the employment of the employee with the employer shall have been interrupted or determined in any of the circumstances mentioned in subclause 5.5.4 hereof shall not be taken into account in calculating the period of employment of the employee with the employer.

5.6 Public Holidays

- 5.6.1 Subject to subclause 5.6.4 hereof, all ordinary work done by any employee on Good Friday, Christmas Day, the twenty-fifth day of April (Anzac Day), the first day of January, the twenty-sixth day of January, Easter Saturday (the day after Good Friday), Easter Monday, the Birthday of the Sovereign, and Boxing Day, or any day appointed under the *Holidays Act 1983*, to be kept in place of any such holiday, shall be paid for at the rate of double time and a half with a minimum of four hours.

- 5.6.2 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 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 at one and a-half times the ordinary rate prescribed for such work with a minimum of four hours.

- 5.6.3 Subject to subclause 5.6.4 hereof, all ordinary work done by employees in a district specified from time to time by the Minister by notification published in the *Gazette* on the day appointed under the *Holidays Act 1983*, to be kept as a holiday in relation to the annual agricultural, horticultural or industrial show held at the principal city or town, as specified in such notification, of such district shall be paid for at the rate of double time and a half with a minimum of four hours.

- 5.6.4 In accordance with the relevant provisions of the *Industrial Relations Act 1999*, all time worked on a holiday for which the employee is entitled to be paid at a rate prescribed by subclauses 5.6.1 and 5.6.2 hereof, outside the period between the ordinary starting and ordinary finishing times provided for by this Award and for the day of the working period on which the holiday falls is to be paid for at double the rate for such time when worked outside such period on any ordinary working day.

- 5.6.5 Employees shall be entitled to payment for the aforesaid holidays (but not for Easter Saturday except where that day forms part of the ordinary working week) irrespective of the fact that no work may be required to be performed on any such day.

- 5.6.6 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 that employer at any time before the end of the month of January in the next succeeding year shall, if that employee shall have been employed by that employer for a continuous period of two weeks or longer immediately prior to being 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 public holidays, namely, Christmas Day, Boxing Day, and the first day of January occurring during the period on and from the date of the employee's dismissal or standing down to and including the date of his re-employment as aforesaid.

- 5.6.7 Employees engaged on a roster over seven days of the week who are rostered off on a public holiday shall be granted an additional day's paid leave without loss of ordinary earnings at the end of their annual leave or, alternatively, they shall be granted an extra day's ordinary pay on the next succeeding pay day.

- 5.6.8 For the purpose of this provision, where the rate of wages is a weekly rate, "double time and a-half" shall mean 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.

PART 6 – CONTINUING EFFICIENCY PROVISIONS

6.1 Award Modernisation

- 6.1.1 The parties to this Division are committed to maintaining a modern Award by identifying and developing industrial conditions and employment practices which recognise and reflect the operations and requirements of the Field Sector of the Sugar Industry.

6.1.2 The parties agree that under this clause, any matter can be raised for discussion.

6.1.3 Any discussions will be premised on the understanding that:-

- (a) Negotiations will include The Australian Workers' Union of Employees, Queensland, and representatives of the Bureau of Sugar Experiment Stations provided that where any District level discussions are considering matters that may require an award variation, the Union shall be invited to participate at that District level.
- (b) If agreement cannot be reached in the implementation process on a particular issue it shall be referred to the Queensland Industrial Relations Commission.

6.2 Flexibility of Work

6.2.1 Arising out of the decision in the State Wage Case of October 1989, and in consideration of the wage increases resulting from the first Structural Efficiency adjustment, operative from 11 June 1990, employees are to be available to perform a wider range of duties including work which is incidental or peripheral to their main task or functions, and the parties to the Award shall support training of employees where necessary to enable a wider range of duties to be performed.

6.2.2 An employer may direct an employee to carry out such duties as are within the limits of the employee's skill, competence and training, consistent with the classification structure of this Award and use such tools and equipment as may be required provided that the employee has been properly trained in the use of such tools and equipment.

6.2.3 Any direction issued by the employer pursuant to subclause 6.2.1 shall be consistent with the employer's responsibility to provide a safe and healthy working environment.

6.3 Consultation

6.3.1 Joint Consultative Committees (JCCs) will be established by the Parties as follows:-

(a) State

- (i) the State-level JCC should comprise representatives of the Bureau of Sugar Experiment Stations and The Australian Workers' Union of Employees, Queensland officials;
- (ii) this JCC will meet as agreed and is empowered to discuss industrial matters relating to the operation of this Award and any other agreements (registered or otherwise) agreed to by the industrial Parties and/or employers and employees, and those matters pertaining to work organisation methods, operations and/or skills, changes in technology, equal employment opportunities, and communication between and with employers and employees.

(b) District

- (i) the district-level JCCs should comprise equal number of employees and employer representatives;
- (ii) these JCCs will meet as agreed and are empowered to discuss industrial matters relating to the operation of this Award at district-level and shall report back to State-level JCC.

6.4 Enterprise Agreements

6.4.1 As part of the Structural Efficiency exercise and as an ongoing process, improvements in productivity and efficiency, discussion should take place at an enterprise to provide more flexible working arrangements, improvement in the quality of working life, enhancement of skills, training and job satisfaction, and positive assistance in the restructuring process and to encourage consultative mechanisms across the workplace to all employees covered by this Award.

6.4.2 The consultative process established in an enterprise in terms of this Award may provide an appropriate mechanism for consideration of matters relevant to this clause. Union delegates at the place of work may be involved in such discussions.

6.4.3 Any proposed genuine agreement reached between an employer and employee's in any enterprise is contingent upon –

- (a) a majority of employees affected genuinely agreeing to the changes;
- (b) the agreement being consistent with the current State Wage Case principles;
- (c) The Australian Workers' Union of Employees, Queensland being invited to participate in any discussions which involve alterations to Award conditions (and may be a party to any resultant agreement);
- (d) changes sought in such agreements not affecting Award provisions reflecting currently established standards of the Commission;
- (e) parties to such agreements acknowledging that the Commission does not intend that any employee should lose any existing entitlement to earnings, award or over-award, for working ordinary hours of work as a result of any Award changes made as part of the implementation of the Structural Efficiency Principle.

6.4.4 The Australian Workers' Union of Employees, Queensland shall not unreasonably withhold consent to an agreement reached between the parties.

6.4.5 As the enterprise agreement purports to alter Award conditions –

- (a) It is to be the subject of an application to the Commission for approval and is to have no force or effect until approval is given;
- (b) The Australian Workers' Union of Employees, Queensland is to be advised of such an application, its contents and the date of hearing.

- 6.4.6 (a) Upon approval being given by the Commission the agreement shall be inserted as an award provision (as a schedule or otherwise) and take precedence over any provision of the relevant and named Award to the extent of any inconsistency therewith;
- (b) Thereafter the agreement will have the effect of an Award and is to be posted and displayed as required.
- (c) If the agreement is not approved it shall have no force or effect but may be remitted to the parties for further consideration.

6.4.7 Upon exhaustion of grievance procedure processes any disputed areas are subject to conciliation, ediation or arbitration.

6.5 Harvesting and Transport of Scheduled Cane

Any sugar cane scheduled to be crushed which is already burnt in the field, or is harvested and in cane bins, shall be transported, crushed and processed by The Australian Workers' Union of Employees, Queensland members employed at the relevant sugar mill, where it is in their power to do so, before any stoppages of a shift's duration or more, occur.

6.6 Revised Classification Structures

The parties to this Award are committed to revising the classification structures for a compatible and career orientated structured system that implements broadbanding based on the requirements of the Bureau of Sugar Experiment Stations which are related to the Field Sector of the Sugar Industry.

6.7 Vocational Training

The parties acknowledge that varying degrees of training are provided to employees, via both internal on the job training and also through external training facilities.

The parties to this Award are committed to continuing such training as is required and deemed appropriate, and where necessary in cases improving training and/or access to training for employees.

PART 7 – OTHER CONDITIONS

7.1 General Conditions

7.1.1 First Aid – First aid kits in suitable and secure cases shall be provided by the employer so as to be at all times readily available for the use of employees.

All such first aid kits shall be regularly checked and shall be replenished when necessary.

7.1.2 Workplace Health and Safety – In addition to the requirements of this Award, every employer shall provide employment and every employee shall carry out such employment, in accordance with the *Workplace Health and Safety Act 1995*.

7.2 Stand Down

7.2.1 Stand Down – All Field Sector Employees

(a) Pursuant to the provision of s. 97 of the *Industrial Relations Act 1999* and notwithstanding any provision of an award or industrial agreement, an employer may stand down any employee without pay on any day, or for part of any day, on which the employee cannot be usefully employed because of the occurrence of anything for which the employer is not responsible or over which the employer has no control.

(b) Appeal to Commission against Stand Downs –

An employee stood down by an employer under authority conferred by s. 97 of the *Industrial Relations Act 1999* and this clause, may appeal against the stand down to the Industrial Commission in accordance with the provisions of s. 124 of the said Act. (Note: This clause to be further discussed with The Australian Workers' Union of Employees, Queensland).

7.3 Recognition of Union Officials

The authorised Industrial Officer of The Australian Workers' Union of Employees, Queensland, upon notice thereof being given, shall be allowed to interview employees at reasonable hours, and no representative of the industrial organisation shall be penalised by an employer.

Provided such officer shall not converse with, or otherwise hinder or hamper, the employee during his working time, but may interview any employee or converse with him during his crib time or after working hours.

By the Commission,
[L.S.] P. SCOTT-HOLLAND,
Acting Industrial Registrar.

Operative Date: 1 June 2000
Recission and New Award – Bureau of Sugar Experiment
Stations Field Sector Employees' Award – State

Released: 15 June 2000

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QUEENSLAND INDUSTRIAL RELATIONS COMMISSISON

Industrial Relations Act 1999 – s. 278 – application for unpaid wages

**Australian Liquor, Hospitality and Miscellaneous Workers Union, Queensland
Branch, Union of Employees AND WASP Securities and Services Pty Ltd
(Nos. W17 to W20 of 2000)**

Unpaid wages – Adjourment – Identity of employer – Confusion – Joinder in the alternative – Legal representation – Section 319 of the *Industrial Relations Act 1999* – Lawyers excluded from wages claims before the Commission.

REPORT ON DECISION (as edited)

In giving his decision from the Bench on 21 June, 2000, Commissioner Blades said:–

“There is a number of preliminary matters to be dealt with in conjunction with this application for adjourment.

1. The evidence of the witness Struthers:

This is sought to be given by telephone because of his absence on leave. Because of my attitude to the adjourment, it is perhaps unnecessary to say anything except that telephone evidence is inadvised should a witness’s credibility be in question. That may not be the case here because the witness’s statement appears to contain mostly inadmissible material relating to opinions. But I need say no more about it. Whilst the rules of evidence do not apply, it would be a brave Tribunal which made findings significantly affecting another party on inadmissible evidence.

2. Who is the employer:

The applicant indicates that a search of records reveals that the business name Wasp Securities is constituted by Wasp Securities and Services Pty Ltd. There is other evidence in the form of the Group Certificates which show that Thomas Sugden is the operator of Wasp Securities. There is clearly an inconsistency. The respondent claims it is important because the respondent’s case has been formulated on the basis that the employer is Wasp Securities and Services Pty Ltd. There is no doubt, contrary to the submissions of the applicant, that the applicant bears the onus of proving who the employer is. These are not arbitral or investigative proceedings. They are more judicial in nature and therefore adversarial. They are akin to civil proceedings. It is not up to the employer to prove a case against himself. It is up to the applicant to prove the case. However, the Commission will not stand by and let confusion and technicalities defeat the proceedings. Section 329 clearly indicates that the Commission has power to join parties and for the same reasons I advanced in *Baumann v. Devine Limited* (157 QGIG 247), I consider that I have the power, especially where there is some doubt, to order that Thomas Ronald Sugden be joined as an alternative respondent. These matters can then proceed and the proper employer determined at the hearing.

I order that the applications be amended by adding Thomas Ronald Sugden as a respondent, in the alternative. But the eventual onus of proof rests upon the applicant. This ruling in itself, probably entitles the respondent to an adjourment.

I would further order for completeness, that the amended applications be served upon Thomas Ronald Sugden.

3. Time and Wages Records:

As to the production of time and wages records, there is no reason why a subpoena *duces tecum* can not be issued to have those documents produced at the hearing. However, it would appear a simpler process to order discovery and allow the applicant to inspect and take copies.

I therefore order under Rule 39 that both respondents to the amended applications make discovery of the time and wages records relative to these employees by 4.00pm on 28 June, 2000 that the applicant be permitted to inspect and take copies by 4.00pm on 7 July, 2000.

4. The adjourment:

It should seem apparent that I intend to grant an adjourment. Apart from the amendment there are two grounds.

Firstly, it does seem that there are questions of law which are common to the employment of the four applicants and to the employment of a Mr Fennamore. Mr Fennamore’s case was heard in the Ipswich Industrial Magistrates Court and orders made against Mr Sugden. An appeal has been lodged against the questions of law and findings of fact made in that case. It would seem that the questions of law have a real significance in the employment of all persons involved with either Mr Sugden or Wasp Securities and Services Pty Ltd so that it seems to me appropriate that an adjourment should be granted on those grounds pending the determination of that appeal.

Moreover, there was the other matter raised by me and that is the right of the respondent to be represented at all by a lawyer. Whilst the parties did not have proper time to formulate arguments or consider the matter, it seems to me that lawyers are excluded from the jurisdiction. Section 319 gives a right to persons in proceedings to be represented by an agent or an officer of an organisation. Lawyers do not have a right to appear. They receive authority to appear by virtue of s. 319(2) which allows them to appear, if and only if, in proceedings before the commission, other than s. 278 proceedings, the proceedings relate to chapter 4, there is consent, there are special circumstances or the party can only be adequately represented by a lawyer. But s. 278 proceedings are excluded. Section 278 proceedings are proceedings for the recovery of wages before the Commission. The general right to appear does not include lawyers at all.

I do not think there is any question about the provisions. Lawyers cannot appear in proceedings for the recovery of wages before the Commission.

The respondent and indeed the applicant have been caught by surprise. It is in the interests of justice that the respondent be granted an adjourment solely on this basis so that the respondent can formulate its intentions from here on in.

I do not consider it wise to allow the issues to fall into some deep hole. The appeal will have to be progressed without undue delay. The respective cases should already be in a fit state to proceed to trial. Whatever else Mr Sugden has to do would be minimal. If the appeal is to be heard probably late July, I anticipate a decision very soon thereafter. I think these matters should be ready to proceed by 14 August. I would therefore adjourn all matters to 9.00am on Monday 14 August, also reserving Tuesday 15 August. I do not see the necessity for a third day. The evidence does not appear convoluted or lengthy. The matter should be able to be disposed of in the time allocated.”

Dated this twenty-second day of June, 2000.

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

Appearances:–
Mr J. Martin for the Australian Miscellaneous Workers Union,
Queensland Branch, Union of Employees.
Mr B. Ryan, of Counsel, for the respondent.

Released: 22 June 2000

QUEENSLAND INDUSTRIAL REGISTRAR

Industrial Relations Act 1999 – s. 482 – arrangement for conduct of elections

Australian Federated Union of Locomotive Enginemen, Queensland,
“Union of Employees” (No. Q19 of 2000)

REGISTRAR EWALD

15 June 2000

Conduct of Election – Prescribed Information – Casual Vacancies – Method of Election – Electoral Commission to Conduct Ballot.

DECISION

On 5 and 15 June 2000 the Australian Federated Union of Locomotive Enginemen, Queensland, “Union of Employees” lodged with my Office under section 481 of the Industrial Relations Act 1999, the information as prescribed in section 53(1) of the Industrial Organisations Regulation 1997 in relation to the conduct of an election by the Electoral Commission for the following positions of office:-

Table with 2 columns: Office, Number of Positions. Rows include Proxy Divisional Councillor – No. 2 Division (1) and Secretary – Jilalan (1).

Reason for Election

The Industrial Organisation advises that the above positions of Proxy Divisional Councillor and Branch Secretary are required to be filled due to casual vacancies.

Method of Election

The method of election for each of the positions of office is by a direct vote by secret postal ballot of members of the Division or Branch as the case may be.

Electoral Commission to Conduct Election

I am satisfied that an election for the above named positions is required to be held under the rules of the Industrial Organisation.

Therefore, under section 482 of the Industrial Relations Act 1999, I am making arrangements for the conduct of the election of the above named positions by the Electoral Commission of Queensland.

Dated this fifteenth day of June, 2000.

E. EWALD
Industrial Registrar.

Released: 15 June 2000

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QUEENSLAND INDUSTRIAL RELATIONS COMMISSION

Industrial Relations Act 1999 s. 278 – order for unpaid wages

Dru Elliott Powell AND Stirling Risk Services Pty Ltd (W78 of 2000)

COMMISSIONER BLADES

20 June 2000

ORDER

THIS matter coming on for hearing before the Commission at Brisbane on 20 June 2000, this Commission after having decided that Gerold Ronald Rupkalvis was underpaid wages by Stirling Risk Services Pty Ltd, orders as follows:-

- 1. That Stirling Risk Services Pty Ltd pay to Gerold Ronald Rupkalvis the amount of \$350.00 in respect of unpaid wages.
2. That the amount set out in paragraph 1 of this Order is to be paid forthwith.

Dated this twentieth day of June, 2000.

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

Operative Date: 20 June 2000
Order – Unpaid Wages
Released: 20 June 2000

QUEENSLAND INDUSTRIAL RELATIONS COMMISSION

Industrial Relations Act 1999 – s. 278 – order for unpaid pro rata annual leave and termination notice

Victor Henry Borghero AND Tronick Pty Ltd (No. W74 of 2000)

COMMISSIONER BROWN

16 June 2000

ORDER

THIS matter coming on for hearing before the Commission at Brisbane on 16 June 2000, this Commission, after having decided that Justin Dominic Cocking was underpaid unpaid pro rata annual leave and wages in lieu of notice by Tronick Pty Ltd of Unit 5/125 Russell street, Cleveland, in accordance with the engineering Award – State, doth order as follows:-

- 1. That Tronick Pty Ltd pay to Justin Dominic Cocking the amount of eight hundred and ninety-eight dollars and sixteen cents (\$898.16) in respect of unpaid wages for the period between 4 April 1999 and 30 August 1999.
- 2. That Tronick Pty Ltd pay to Justin Dominic Cocking the amount of six hundred and eighty dollars (\$680.00) in respect of termination notice on 30 August 1999.
- 3. That the amounts set out in paragraphs 1 and 2 of this Order are to be paid by no later than 7 July 2000.

Dated this sixteenth day of June, 2000.

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

Operative Date: 16 June 2000
Order – Arrears of Wages
Released: 22 June 2000

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QUEENSLAND INDUSTRIAL RELATIONS COMMISSION

Industrial Relations Act 1999 – s. 125 – application to amend award

Department of Employment, Training and Industrial Relations AND the Queensland Public Sector Union of Employees (No. B640 of 2000)

PUBLIC SERVICE MEDICAL OFFICERS’ AWARD – STATE

COMMISSIONER SWAN

1 June 2000

AMENDMENT

THIS matter coming on for hearing before the Commission at Brisbane on 1 June 2000, this Commission doth order that the said Award be amended as follows as from the first day of July, 2000:-

- 1. By deleting clause 3.(1) “Savings and Definitions” and inserting the following in lieu thereof:-

“Savings and Definitions

- 3.(1) The provision of the *Public Service Act 1996* and Regulations made thereunder and the Directives of the Minister for Employment, Training and Industrial Relations shall continue to apply to the employees or classes of employees to which the Award applies, where such Acts, Regulations and Directives are applicable, save insofar as the conditions of employment and the remuneration to be received by such employees or classes of employees are affected by the provisions of this Award.

The provision of this subclause shall not apply to Flying Surgeons, Flying Obstetricians and Gynaecologists and their Medical Officers.”.

- 2. By inserting a new clause 9B “Sick Leave” as follows:-

“Sick Leave

- 9B.(1) An employee (other than a casual employee) is entitled to sick leave in accordance with Directive 10/99 of the Minister for Employment, Training and Industrial Relations and any amendments to it.
- (2) Unless otherwise provided applications for sick leave must be supported by a medical certificate or any other evidence of the illness that is acceptable to the chief executive.

Where the absence is not longer than 3 consecutive working days, the chief executive may dispense with the requirement to furnish a medical certificate or other evidence of the illness.”.

Dated this first day of June, 2000.

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

Operative Date: 1 July 2000
Variation – Savings and Definitions and Sick Leave
Released: 21 June 2000

QUEENSLAND INDUSTRIAL RELATIONS COMMISSION

Industrial Relations Act 1999 – s. 125 – application to amend

Queensland Nurses' Union of Employees AND Queensland Chamber of Commerce and Industry Limited, Industrial Organisation of Employers and Others (No. B557 of 2000)

ORDER – APPRENTICES' AND TRAINEES' WAGES AND CONDITIONS
(EXCLUDING CERTAIN QUEENSLAND GOVERNMENT ENTITIES)

PRESIDENT HALL
COMMISSIONERS FISHER AND BROWN

20 June 2000

AMENDMENT

THIS matter coming on for hearing before the Commission at Brisbane on 5 May and 20 June 2000, this Commission doth Order that the said Order be amended as follows as from the twentieth day of June, 2000:–

By deleting clause 2.1.1 from Schedule 6 “Community Services and Health Industries” and inserting the following in lieu thereof”–

“2.1.1 *Community Services Training Package*

The wage rates for Certificate III in Community Services (Age Care Work) shall be based on the Training Wage Award – State, Skill Level A as varied from time to time.”.

Dated this twentieth day of June, 2000.

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

Operative Date: 20 June 2000
Amendment – Schedules
Released: 22 June 2000