

QUEENSLAND INDUSTRIAL RELATIONS COMMISSION

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

BIOSTIL PLANT - SARINA DISTILLERY ENTERPRISE AWARD - STATE 2005

Pursuant to s. 698 of the *Industrial Relations Act 1999*, the *Biostil Plant - Sarina Distillery Enterprise Award - State 2005* 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 *Biostil Plant - Sarina Distillery Enterprise Award - State 2005* as at 10 December 2009.

Dated 10 December 2009.

G.D. Savill
Industrial Registrar

BIOSTIL PLANT - SARINA DISTILLERY ENTERPRISE AWARD - STATE 2005

PART 1 - APPLICATION AND OPERATION

1.1 Title

This Award is known as the *Biostil Plant - Sarina Distillery Enterprise Award - State 2005*.

1.2 Arrangement

Subject Matter Clause No.

Part 1 - Application and Operation

Title	1.1
Arrangement	1.2
Date of operation	1.3
Award coverage	1.4
Definitions	1.5
Parties bound	1.6

Part 2 - Flexibility

Enterprise flexibility	2.1
------------------------	-----

Part 3 - Communication, Consultation and Dispute Resolution

Consultative mechanisms and procedures in the workplace	3.1
Grievance and dispute settling procedure	3.2

Part 4 - Employer and Employees' Duties, Employment Relationship and Related Arrangements

Employment categories	4.1
Full-time employment	4.2
Anti-discrimination	4.3
Termination of employment	4.4
Introduction of changes	4.5
Redundancy	4.6
Continuity of service - transfer of calling	4.7

Part 5 - Wages and wage Related Matters

Definition of classifications	5.1
-------------------------------	-----

Subject Matter	Clause No.
Classification structure and wage rates	5.2
Allowances	5.3
Payment of wages	5.4
Superannuation	5.5
 Part 6 - Hours of Work, Breaks, Overtime, Shift work, Weekend Work	
Hours of work	6.1
Overtime	6.2
Meal breaks	6.3
Rest pauses	6.4
Shift work	6.5
 Part 7 - Leave of Absence and Public Holidays	
Annual leave	7.1
Sick leave	7.2
Bereavement leave	7.3
Long service leave	7.4
Family leave	7.5
Public holidays	7.6
Jury service	7.7
 Part 8 - Training and Related Matters	
Commitment to training	8.1
Training	8.2
 Part 9 - Occupational Health and Safety Matters, Equipment, Tools and Amenities	
Lockers	9.1
 Part 10 - Award Compliance and Union Related Matters	
Right of entry	10.1
Time and wages record	10.2
Posting of award	10.3
Union encouragement	10.4
Continuous Roster Biostil Operator	Schedule 1

1.3 Date of operation

This Award takes effect from 15 February 2005.

1.4 Award coverage

1.4.1 This Award applies to CSR Limited, its successors or assignees, howsoever owned and their employees engaged in or in connection with the production of ethanol at the CSR Distilleries Operations Pty Ltd Plant (A.B.N. 85 009 660 191) at Sarina and shall also apply to all employees engaged in or in connection with the storage and dispensing of dunder based products and ethanol at Oonooie and Mackay Harbour:

Provided that such employees are not bound by any other Award.

1.5 Definitions

1.5.1 "Act" means the *Industrial Relations Act 1999* as amended or replaced from time to time.

1.5.2 "Casual Worker" means a person employed for less than 24 hours in any one week.

1.5.3 "Commission" means the Queensland Industrial Relations Commission.

1.5.4 "Continuous shift work" means work which is carried on continuously for one lunar month or 28 consecutive days.

- 1.5.5 "Continuous shift worker" means any person engaged upon continuous shift work.
- 1.5.6 "Day worker" means any person employed at work other than shift work.
- 1.5.7 "Employer" means CSR Limited, its successors or assignees, howsoever owned.
- 1.5.8 "Junior" means a person under the age of 18 years engaged in the class of work not usually performed by adults.
- 1.5.9 "Union" means the The Australian Workers' Union of Employees, Queensland.

1.6 Parties bound

This Award is legally binding on the Employer and employees as prescribed by clause 1.4, 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 an employer and employee/s in an enterprise is contingent upon the agreement being submitted to the Commission in accordance with Chapter 6 of the Act and is to have no force or effect until approval is given.

PART 3 - COMMUNICATION, CONSULTATION AND DISPUTE RESOLUTION

3.1 Consultative mechanisms and procedures in the workplace

- 3.1.1 The parties to this Award are committed to co-operating positively to increase the efficiency, productivity and competitiveness of the industries covered by this Award and to enhance the career opportunities and job security of employees in such industries.

3.2 Grievance and dispute settling procedure

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

- 3.2.1 In the event of an employee having a grievance or dispute the employee shall in the first instance attempt to resolve the matter with the immediate supervisor, who shall respond to such request as soon as reasonably practicable under the circumstances. Where the dispute concerns alleged actions of the immediate supervisor the employee/s may bypass this level in the procedure.
- 3.2.2 If the grievance or dispute is not resolved under clause 3.2.1, the employee or the employee's representative may refer the matter to the next higher level of management for discussion. Such discussion should, if possible, take place within 24 hours after the request by the employee or the employee's representative.
- 3.2.3 If the grievance involves allegations of unlawful discrimination by a supervisor the employee may commence the grievance resolution process by reporting the allegations to the next level of management beyond that of the supervisor concerned. If there is no level of management beyond that involved in the allegation the employee may proceed directly to the process outlined at clause 3.2.5.
- 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 category is:

- (a) Full-time.

4.2 Full-time employment

"Full-time employee" means a person who is engaged to work on a full-time basis.

4.3 Anti-discrimination

4.3.1 It is the intention of the parties to this Award to prevent and eliminate discrimination, as defined by the *Anti-Discrimination Act 1991* and the *Industrial Relations Act 1999* as amended from time to time, which includes:

- (a) discrimination on the basis of sex, marital status, family responsibilities, pregnancy, parental status, age, race, impairment, religion, political belief or activity, trade Union activity, lawful sexual activity and association with, or relation to, a person identified on the basis of any of the above attributes;
- (b) sexual harassment; and
- (c) racial and religious vilification.

4.3.2 Accordingly, in fulfilling their obligations under the grievance and dispute 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.

4.3.3 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.

4.3.4 Nothing in clause 4.3 is to be taken to affect:

- (a) any different treatment (or treatment having different outcomes) which is specifically exempted under the *Anti-Discrimination Act 1991*;
- (b) an employee, employer or registered organisation pursuing matters of discrimination, including by application to the Human Rights and Equal Opportunity Commission/Anti-Discrimination Commission Queensland.

4.4 Termination of employment

4.4.1 *Termination by the Employer*

- (a) In order to terminate the employment of an employee the Employer shall give the following notice:

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

- (b) In addition to the notice in clause 4.4.1(a), employees over 45 years of age at the time of giving of notice and with not less than 2 years' continuous service, 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) The period of notice in this subclause shall not apply to casual employees nor in the case of dismissal for misconduct (including dishonesty, intoxication or wilful disobedience) or other grounds that justify instant dismissal.

4.4.2 *Notice of termination by employee*

- (a) 2 days' notice of termination is required to be given by the employee to the Employer.
- (b) 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 ordinary time rate for the period of notice.

4.4.3 *Casual employees*

No notice is required to be given by the Employer or the employee to terminate the hourly contract of employment of a casual employee.

4.5 Introduction of changes

4.5.1 *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.

4.5.2 *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 4.5.1.
- (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.

4.6 Redundancy

4.6.1 *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 4.6.1(a) and shall cover the reasons for the proposed terminations, measures to avoid or minimise the terminations and/or their adverse affects on the employees concerned.
- (c) For the purpose of the consultation the Employer shall, as soon as practicable, provide in writing to the employees concerned and, where relevant, their Union or Unions, all relevant information about the proposed terminations including the reasons for the proposed terminations, the number and categories of employees likely to be affected, the number of workers normally employed and the period over which the terminations are likely to be carried out:

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

4.6.2 *Transfer to lower paid duties*

- (a) Where an employee is transferred to lower paid duties for reasons set out clause 4.6.1 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 4.4.
- (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.

4.6.3 *Transmission of business*

- (a) Where a business is, whether before or after the date of insertion of clause 4.6.3 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 4.6.3 "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.

4.6.4 *Time off during notice period*

- (a) Where a decision has been made to terminate an employee in the circumstances outlined in clause 4.6.1, 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.

4.6.5 *Notice to Centrelink*

Where a decision has been made to terminate employees in the circumstances outlined in clause 4.6.1, 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.

4.6.6 *Severance pay*

- (a) In addition to the period of notice prescribed for ordinary termination in clause 4.6.2(a), and subject to further order of the Commission, an employee whose employment is terminated for reasons set out in clause 4.6.1(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.

4.6.7 *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.

4.6.8 *Employee leaving during notice*

An employee whose employment is terminated for reasons set out in clause 4.6.1(a) may terminate such employment during the period of notice, and, if so, shall be entitled to the same benefits and payments under clause 4.6.7 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.

4.6.9 *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.

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

Clause 4.6 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.

4.6.11 *Employees exempted*

Clause 4.6 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.

4.6.12 *Employers exempted*

- (a) Subject to an order of the Commission, in a particular redundancy case, clause 4.6 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.

4.6.13 *Exemption where transmission of business*

- (a) The provisions of clause 4.6.6 are not applicable where a business is before or after the date of the insertion of clause 4.6.13 into the Award, transmitted from an Employer (transmitter) 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 transmitter, and any prior transmitter, 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 transmitter; and
 - (B) which recognises the period of continuous service which the employee had with the transmitter and any prior transmitter to be continuous service of the employee with the transmittee.
- (b) The Commission may amend clause 4.6.13(a)(ii) if it is satisfied that it would operate unfairly in a particular case, or in the instance of contrived arrangements.

4.6.14 *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.

4.7 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 Definitions of classifications

5.1.1 *General Operator - Level 1*

(a) General

This is a new employee who is undertaking a period of structured training in basic skills related to the distilling or sugar milling industry and to the enterprise in particular. An employee shall be retained at this level for a maximum period of 3 months.

An employee at this level is required to:

- (i) Undertake induction training relevant to the distilling and sugar milling industry and to the enterprise;
- (ii) Undergo training to acquire basic skills;
- (iii) Work under supervision;
- (iv) Exercise minimal decision making;
- (v) Demonstrate general housekeeping skills; and
- (vi) Demonstrate ability to use common language skills to engage in communication and to read and understand written and oral instructions.

(b) Typical tasks include:

- (i) Training in at least 5 General Operator - Level 2 typical tasks; and
- (ii) General labouring duties.

5.1.2 *General Operator - Level 2*

(a) General

Upon appointment to this level an employee will have successfully completed structured training and demonstrate competency in 5 typical tasks as specified for the nominated function defined in clause 5.1.2(b), or has equivalent experience to perform work within the scope of this level.

An employee at this level is required to:

- (i) Work under supervision;
- (ii) Exercise decision making/responsibility within their level of skill and training;
- (iii) Demonstrate awareness of general quality control standards in particular responsibility for their own work and advise of quality control problems where identified;
- (iv) Assist with on-the-job training;
- (v) Service and adjust equipment according to their level of skill and training and advise of any additional maintenance required;
- (vi) Demonstrate general housekeeping skills; and
- (vii) Demonstrate ability to use common language skills to engage in communication and to read and understand written and oral instructions plus prepare records that convey information accurately and concisely.

(b) Typical tasks include:

General cleaning;
Oiling and lubricating;
Labouring;
Assisting other graded employees;
Minor clerical duties;
Assisting laboratory staff;
Security duties;
Gardening duties;
General plant painting;

Operating/attending power operated equipment/machinery not requiring a licence;
Loading/unloading/vehicles;
Operating electronic communications equipment not requiring a licence;
Operating vehicles;
Know and apply disinfectants/cleaning materials;
Basic metal cutting;
Unloading molasses;
Assist loading alcohol;
Operating dredge; and
Assist handling hazardous chemicals.

(c) Qualifications

Category "A" Drivers Licence;
Hand held tools - in-house training; and
Chemicals handling in-house training.

(d) Indicative existing classifications

Operator 2; and
General distillery workers.

5.1.3 *Distilling and Services Operator - Level 3*

(a) General

An employee appointed to this level shall perform work above and beyond the skills at Level 2, and shall have obtained proficiency and where required certification or qualification necessary to perform work at this level.

An employee at this level is required to:

- (i) Work under supervision;
- (ii) Exercise decision making/responsibility within their level of skill and training;
- (iii) Demonstrate awareness of general quality control standards, in particular responsibility for their own work and advise of quality control problems where identified;
- (iv) Provide with on-the-job training as required;
- (v) Service and adjust equipment according to their level of skill and training, and advise of any additional maintenance required;
- (vi) Demonstrate general housekeeping skills; and
- (vii) Demonstrate ability to use common language skills to engage in communication and to read and understand written and oral communications plus prepare records that convey information accurately and concisely.

(b) Typical tasks include:

(i) Distilling

Handling hazardous chemicals;
Loading/Unloading alcohol;
Relieving Materials Controller and/or Terminal Operator up to 50% of ordinary hours;
Handling/applying poisons; and
Relieve CIP Operator up to 50% of ordinary hours.

(ii) Services

Driving trucks other than articulated vehicle;
Operating Tractors;
Dogman duties;
Operating explosive power tools;
Issuing and receiving stores and recording data;

Operate data entry function;
Performing oxy cutting; and
Scaffolding duties.

(c) Qualifications

Completion of an approved course in fugals, filters and diffuser operations;
Drivers licence A, C or G;
Machinery Operator Certificate - Internal Combustion - Class 6;
Certificate of Competency - Dogman;
Oxy Cutting - In-house training;
Certificate of Competency - Scaffolding - (Class 1);
2nd Class Bridge Carpenter Modules 1 and 2 (Q.G.R.);
Poisons (insecticide/herbicide) course; and
Hazardous Chemicals course.

(d) Indicative existing classifications

Operator 3;
Truck Driver other than Articulated;
Dogman and Slings; and
Storekeeper.

5.1.4 *Distilling and Services Operator - Level 4*

(a) General

An employee appointed to this level shall perform work above and beyond the skills at Level 3, and shall have obtained proficiency and where required certification or qualification necessary to perform work at this level.

An employee at this level is required to:

- (i) Work under supervision and may supervise other employees;
- (ii) Exercise decision making/responsibility within their level of skill and training;
- (iii) Demonstrate awareness of general quality control standards, in particular responsibility for their own work, advise of quality control problems where identified and in addition may carry out quality control checks on work performed by other employees;
- (iv) Provide on-the-job training as required;
- (v) Service, adjust and install equipment according to their level of skill and training, and advise of any additional maintenance required;
- (vi) Demonstrate general housekeeping skills; and
- (vii) Demonstrate ability to use common language skills to engage in communication and to read and understand written and oral instructions plus prepare records that convey information accurately and concisely and able to effectively communicate instructions to other employees and may be required to interpret technical data and prepare written reports.

(b) Typical tasks include:

(i) Distilling

Liaise and co-ordinate with molasses suppliers/transport and Australian Customs;
Chemical cleaning in place of process equipment;
Factory propagation of yeast; and
Operations of package boiler.

(ii) Services

Driving articulated vehicles;
Performing rigging duties;
Performing dogman and scaffolding duties;

Operating mobile cranes non-slewing;
Purchasing stock, checking goods received and supervising store work;
Supervising a work group; and
Operating toft loader, front end loader, backhoe and forklift.

(c) Qualifications

Completion of an approved course - Effet operation;
Completion of less than 1 M.W. Turbine Training Course (in-house);
Machinery Operator Certificate of Competency - 2B;
Certificate of Cane Testing - CN760;
Completion of approved course - Fugals high grade;
E Class Drivers Licence;
Marine Board of Queensland Certificate of Competency Restricted Class 5;
Restricted radio telephone Certificate;
Machinery Operator Certificate - Internal Combustion - Class 6;
Certificate of competency - Rigger (Class 1);
Certificate of Competency - Dogman, Scaffolding (Class 1);
Plant Operator Certificate of Competency as specified;
Mobile Crane Operators Certificate - Class 3B;
Second Class Modules 1 and 2 QR;
Completion of an approved one semester laboratory course;
Completion of an approved course in customer relations;
Completion of an approved course in operation of package boiler;
Completion of an approved course in yeast propagation;
Completion of an approved course in process control; and
Completion of an approved course in handling and measuring of bulk liquids.

(d) Indicative existing classifications

Operator 4;
CIP Operator/Analyst;
Material Controller;
Store Supervisor;
Terminal Operator;
Articulated Vehicle Driver;
Mobile Cranes; and
Forklift Operators.

5.1.5 *Distilling and Services Operator - Level 5*

(a) General

An employee appointed to this level shall perform work above and beyond the skills at Level 4, and shall have obtained proficiency and where required certification or qualification necessary to perform work at this level.

An employee at this level is required to:

- (i) Work under supervision and may supervise other employees;
- (ii) Exercise discretion and decision making/responsibility within their level of skill and training;
- (iii) Demonstrate knowledge of quality control standards and procedures and is responsible for the quality of their own work and may carry out quality checks on other employees;
- (iv) Provide on-the-job training;
- (v) Service, adjust and install equipment according to their level of skill and training, and advise of any additional maintenance required;
- (vi) Demonstrate general housekeeping skills; and
- (vii) Demonstrate ability to use common language skills to engage in communication and to read and understand written and oral instructions plus prepare records that convey information accurately and concisely and able to effectively communicate instructions to their employees and may be required to interpret technical data and prepare written reports.

(b) Typical tasks include:

(i) Services

Operating gantry crane (where licence is required);
Operating mobile slewing, hydraulic boom, not exceeding 20 tonnes;
Performing the duties of dogman, rigger, scaffolder and/or mobile crane; and
Supervision all store and purchasing operations.

(c) Qualifications

Completion of an approved course in combined high and low grade fugal operations;
Advance Certificate in Laboratory Techniques (Sugar) CN761;
Machinery Operator's Certificate - Class 2B;
Machinery Operator's Certificate - Class 1A;
Completion of an approved course in combined Effet/Filters/Clarifier operation;
Machinery Operator's Certificate - Internal Combustion (Class 6);
Completion of an approved course for Unit Clerks;
Crane Operators Certificate Class 2B-1;
Mobile Crane Operators Certificate Class 3C-1;
Certificate of Competency;
Rigger (Class 1);
Dogman; and
Scaffolder (Class 1).

(d) Indicative existing classifications

Mobile Crane Operator; and
O/head Cabin Crane Operator.

5.1.6 *Distilling and Services Operator - Level 6*

(a) General

An employee appointed to this level shall perform work above and beyond the skills at Level 5, and shall have obtained proficiency and where required certification or qualification necessary to perform work at this level.

An employee at this level is required to:

- (i) Work under supervision and may supervise other employees;
- (ii) Exercise discretion and decision making/responsibility within their level of skill and training;
- (iii) Demonstrates knowledge of quality control standards and procedures and is responsible for the quality of their own work and may carry out quality checks on other employees;
- (iv) Provide on-the-job training and may assist in assessing employees undertaking a structured training program;
- (v) Service, adjust and install equipment according to their level of skill and training and advise of any additional maintenance required;
- (vi) Demonstrate general housekeeping skills; and
- (vii) The ability to use common language skills to engage in communication and to read and understand written and oral instructions, prepare records that convey information accurately, able to effectively communicate instructions to other employees and interpret technical data/drawings and may be required to prepare written reports/sketches.

(b) Typical tasks include:

(i) Distilling

Performing advanced laboratory analysis to level of Associate Diploma in Applied Science (Sugar); and
Relieves Biostil Operator for up to 50% of ordinary time.

(c) Qualifications

Associate diploma in Applied Science (Sugar Technology) - CN758;
Completion of an approved course in Sugar Boiling;
Machinery Operator's Certificate - Class 1A;
Machinery Operator's Certificate - Class 1;
Machinery Operator's Certificate - Class 2B;
Machinery Operator's Certificate - Internal Combustion (Class 6);
1st Class Bridge Carpenter Modules 1 and 2 or Trade Certificate; and
Mobile Crane Operators Certificate - Class 3C-2 or 3C-3.

(d) Indicative existing classifications

Relief Operator; and
Mobile Crane Operator.

5.1.7 *Distilling and Services Operator - Level 7*

(a) General

An employee appointed to this level shall perform work above and beyond the skills at Level 6, and shall have obtained proficiency and where required certification or qualification necessary to perform work at this level.

An employee at this level is required to:

- (i) Work under supervision and may supervise other employees;
- (ii) Exercise discretion and decision making/responsibility within their level of skill and training;
- (iii) Demonstrate knowledge of quality control standards and procedures and is responsible for the quality of their own work and may carry out quality checks on other employees;
- (iv) Provide on-the-job training and may assist in assessing employees undertaking a structured training program;
- (v) Service, adjust and install equipment according to their level of skill and training and advise of any additional maintenance required;
- (vi) Demonstrate general housekeeping skills; and
- (vii) Demonstrate ability to use common language skills to engage in communication and to read and understand written and oral instructions, prepare records that convey information accurately, able to communicate instructions to other employees, interpret technical data and prepare written reports.

(b) Typical tasks include:

(i) Distilling

Operates Biostil fermentation and distillation plant.

(ii) Services

Performing duties of workplace health and safety officer.

(c) Qualifications

Machinery Operators Certificate - Class 1A and 2B;
Associate Diploma of Applied Science (Occupational Health and Safety) - CNJ17;
1st Class Bridge Carpenter Modules 1 and 2 or Trade Certificate including Concrete Bridge Module;
Completion of an approved course in sugar fermentation; and
Completion of an approved course in alcohol distillation.

(d) Indicative existing classifications

Biostil Operator

5.1.8 *Distilling and Services Operator - Level 8*

(a) General

An employee appointed to this level shall perform work above and beyond the skills at Level 7, and shall have obtained proficiency and where required certification or qualification necessary to perform work at this level.

An employee at this level is required to:

- (i) Work under supervision and may supervise other employees;
- (ii) Exercise broad discretion and decision making/responsibility within their level of skill and training;
- (iii) Demonstrate knowledge of quality control standards and procedures and be responsible for the quality of their own work and may carry out quality checks on other employees;
- (iv) Provide the on-the-job training and may assist in assessing employees undertaking a structured training program;
- (v) Service, adjust and install equipment according to their level of skill and training and advise of any additional maintenance required;
- (vi) Demonstrate general housekeeping skills; and
- (vii) Demonstrate ability to use common language skills to engage in communication and to read and understand written and oral instructions, prepared records that convey information accurately, able to communicate instructions to other employees, interpret technical data and prepare written reports.

(b) Typical tasks include:

- (i) Distilling
Supervision process operations on shift.

(c) Qualifications

Machinery Operator's Certificate Class 1A and 2B; and
Approved course in Process Supervision.

5.1.9 *Distilling and Services Operator - Level 9*

(a) General

An employee appointed to this level shall perform work above and beyond the skills at Level 8, and shall have obtained proficiency and where required certification or qualification necessary to perform work at this level.

An employee at this level is required to:

- (i) Work under supervision and may supervise other employees;
- (ii) Exercise broad discretion and decision making/responsibility within their level of skill and training. Participate in the development and implementation of quality control standards and procedures and be responsible for the quality of their own work and carries out quality control checks on all work stations;
- (iii) Provide the on-the-job training and may assist in assessing employees undertaking a structured training program;
- (iv) Service, adjust and install equipment according to their level of skill and training and advise of any additional maintenance required;

- (v) Demonstrate general housekeeping skills; and
 - (vi) Demonstrate ability to use common language skills to engage in communication and to read and understand written and oral instructions, prepare records that convey information accurately, able to communicate instructions to other employees. Interpret technical data and prepare written reports and have a high level of written and oral communication commensurate with this position.
- (b) Typical tasks include:
- (i) Distilling and services
 - Supervising the total Biostil operation on shift.

5.2 Classification structure and wage rates

5.2.1 *Classification structure* - All work shall be covered by the classification structure described in the definitions in clause 5.1, namely:

Classification Level	%
General Operator Level - 1	80
General Operator Level - 2	83
Distilling and Services Operator - Level 3	88
Distilling and Services Operator - Level 4	93
Distilling and Services Operator - Level 5	97
Distilling and Services Operator - Level 6	100
Distilling and Services Operator - Level 7	105
Distilling and Services Operator - Level 8	110
Distilling and Services Operator - Level 9	115

5.2.2 *Wages* - The minimum weekly wage rate to be paid to employees shall be the sum of clauses 5.2.2(a) and 5.2.2(b) and shall be paid for all purposes of the Award. The weekly wage rate shall be calculated to the nearest 10 cents, with 5 cents or more being taken upwards.

(a) Base rate and supplementary payment (Southern Division):

Classification Level	Base Rate per week \$	Supplementary Payment per week \$
1	535.00	41.60
2	546.20	43.20
3	564.20	45.80
4	584.40	48.40
5	599.00	50.40
6	608.00	52.00
7	624.30	54.60
8	642.50	57.20
9	660.80	59.80

(b) Excess payment - In addition to the rates expressed in clause 5.2.2(a), the following excess payments shall be paid to all existing and future employees and shall be paid for all purposes of the Award. Such excess payments shall remain unaltered unless otherwise ordered by the Commission.

Classification Level	Excess Payment per week \$
1	70.10
2	66.80
3	58.20
4	54.90
5	52.10

6	78.00
7	80.30
8	82.00
9	80.60

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

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

5.2.3 Junior wage rates

- (a) The minimum wage rate payable to Juniors shall be the following percentages of the minimum adult weekly wage rate corresponding to either classification Level 1 or 2:

	%
Employees less than 15 years of age	50
Employees from 15 to 16 years of age	65
Employees from 16 to 17 years of age	75
Employees from 17 to 18 years of age	90

And thereafter at the minimum rates prescribed for adults.

- (b) Juniors not to replace adults - Juniors shall not be substituted for adults where adults are now employed.

5.2.4 District allowance - In addition to the minimum weekly wage rate the following district allowance shall apply:

	Per Week
	\$
Mackay	0.90

Junior employees shall receive the respective percentage of the wage rates, including this allowance, as prescribed in clause 5.2.3.

5.3 Allowances

5.3.1 *Extra weekend payments for continuous shiftwork* - Where continuous shift work is regularly performed and 3 shifts per day are worked over a period of 7 days per week, one and a-half times ordinary rates shall be paid for all time worked up to 8 hours in any shift between midnight Friday and midnight Saturday, and one and three-quarter times ordinary rates shall be paid for all time worked up to 8 hours in any shift between midnight Saturday and midnight Sunday. For all time worked over 8 hours in any shift during such periods double ordinary rates shall be paid.

5.3.2 *Extra payments for afternoon and night shifts* - Shift workers shall be paid 12.5% of their ordinary rates per afternoon shift and 15% of their ordinary rates per night shift in addition to the rates prescribed herein. This extra shift rate shall not apply to shift work performed on Saturday and Sunday where extra payments apply to continuous shift work.

5.3.3 Where, in accordance with the roster system set out in the Schedule to this Award a day worker is occupied in relieving a roster worker the employee shall, while so relieving, be paid at the rate of ordinary pay received by the roster worker relieved by the employee.

5.3.4 Where employees are required to enter stills for the purpose of cleaning they shall receive a penalty of three-quarters ordinary time in addition to the rate applicable at that time.

Where employees are required to enter stills for the purpose of cleaning during an emergency close down, they shall, for the first 3 hours, be paid a penalty of time and a-half in addition to the rate applicable at that time, and thereafter be paid a penalty of three-quarters ordinary time in addition to the rate applicable at that time.

5.3.5 Where it is necessary for employees engaged on cleaning out a designated slops pit to enter such pit for that

purpose, they shall be paid a penalty of three-quarters ordinary time in addition to the rate applicable at that time. This penalty shall only apply to the following pits: Biostil cooling tower basin XT11, under pit XT70, waste water pit XT71, and distillation floor drain well.

5.3.6 Employees under this Award shall be paid an all purpose allowance for all hours worked in lieu of the following disability allowances:

- (a) Employees engaged in handling acid or caustic soda, or peroxides, other than in sealed containers, shall be entitled to be paid an allowance at the rate of 54.6 cents per hour for such time as they are actually engaged thereon, with a minimum payment of one hour per shift.
- (b) Employees operating jackhammers shall be paid 39.15 cents per hour extra with a minimum additional payment of \$1.95 per day whilst so employed.
- (c) Where it is necessary for employees engaged on cleaning out molasses tanks to enter such tanks for that purpose, they shall be paid 39.15 cents per hour over the rates fixed by this Award.
- (d) Employees lagging pipes or vessels shall be paid 39.15 cents per hour whilst so engaged.
- (e) Employees handling tar shall be paid 39.15 cents per hour in addition to the rates prescribed by this Award.
- (f) Employees operating high pressure cleaning machines for the cleaning of dirty machinery, process equipment or plant structures shall be paid 39.15 cents per hour extra whilst so engaged.
- (g) Employees grinding fibre glass shall be paid 54.6 cents per hour extra.
- (h) Employees who are required to work inside the following vessels or places when such vessels or places are enclosed shall be paid 54.6 cents per hour extra whilst so engaged with a minimum payment of 4 hours: Chemical storage tanks TT10, TT11, TT12, TT13; CIP tanks CT10, CT11, CT12; condensate tanks RT11, XT40, WT11, RT10; emergency water tank XT10, propagation tanks PT11, PT12, mashing water tank FT11, wash feed tank FT15, fermenter scrubber FC10; also, following cleaning, Biostil cooling tower basin XT11 and distillation floor drain well.
- (i) *Wet places* - Employees working in wet places shall be paid 43.8 cents per hour in addition to the rates prescribed by this Award. A place shall be deemed to be "wet" when water other than rain is dropping from overhead, so that the clothing of workers employed there will become saturated with water, or where there is water underfoot to a depth exceeding 50mm, so that the feet of workers employed there will become wet. No place shall be considered "wet" where workers are not actually working or where the wetness is caused by a jet or the spraying of water:

Provided that such 43.8 cents per hour shall not be payable when protective clothing or boots are supplied.

- (j) *Cement workers* - Employees mixing, spreading or handling cement shall be paid \$3.01 per day in addition to their ordinary rate of pay.
- (k) *Diving allowance* - Where the payment of the diving allowance is appropriate for the cleaning of creek pump strainers, the company is prepared to pay a minimum of 4 hours. The basis of this Award is to compensate for the inconvenience caused to a person having to change into the appropriate diving clothes and then having to shower, dry and change back into dry clothes.

This *all purpose* allowance will also include work where employees are engaged in the following:

- (i) Cleaning up molasses spills;
- (ii) Cleaning of dirty machinery;
- (iii) Carting and/or handling cement;
- (iv) Brick and/or concrete cutting;
- (v) Applying obnoxious substances (such as in preparation and/or application of epoxy based materials or denaturants);
- (vi) Performing work at a height of from 15.24 m to 22.86 m above the ground;

- (vii) Using pneumatic chisels;
- (viii) Sandblasting;
- (ix) Grinding; and
- (x) First aid duty.

This *all purpose* allowance shall be calculated as one % of the ordinary hourly rate of pay for a Distilling and Services Level 4 Operator.

5.3.7 *Working in rain* - Suitable waterproof clothing shall be supplied by the Employer to the employees who are required to work in the rain:

Provided that if such an employee while using such clothing nevertheless gets their clothes wet they shall be paid double rates for all work so performed and such payment shall continue until the employee is able to change into dry clothing or until the employee ceases work, whichever is the earlier.

5.4 Payment of wages

5.4.1 All wages including overtime and allowances will be paid at least once in each week.

5.4.2 Payment will be by electronic funds transfer into the employee's nominated account in any financial institution with EFT facilities, and will be free and clear of all charges made on account of the method of payment:

Provided that where the Employer and employee agree, wages may be paid by cash or cheque.

5.4.3 Except upon termination of employment, payment will be made prior to normal ceasing time on the nominated pay day.

5.4.4 Subject to Chapter 11, Part 1 of the Act, employees will be supplied with a statement setting out the total amount earned at ordinary rates, the amount at overtime rates and any additional amounts together with particulars of items for which deductions have been made.

5.4.5 Where an employee is paid in cash, payment shall not be held by the Employer for a period in excess of 2 days for weekly payment.

5.4.6 When an employee resigns from employment with notice as prescribed by this Award, such employee shall be paid all wages prior to normal ceasing time on the last day of work, after which any waiting time shall be paid for at ordinary rates.

5.4.7 When an employee resigns from employment without notice as prescribed by this Award, such employee shall be paid all wages within 30 hours, after which any waiting time shall be paid for at ordinary rates. This is subject to banking facilities being available to permit payment of wages during specified times.

5.4.8 When any employee is dismissed from employment, such employee shall be paid all wages within 4 hours, after which any waiting time shall be paid for at ordinary rates. Should banking facilities not be available, then payment of wages shall be made within 4 hours after the resumption of banking facilities.

5.5 Superannuation

5.5.1 *Application* - In addition to the rates of pay prescribed in clause 5.2, eligible employees (as defined in clause 5.5.3(b)) shall be entitled to occupational superannuation benefits, subject to the provisions of clause 5.5.

5.5.2 *Contributions*

- (a) *Amount* - Every employer shall contribute on behalf of each eligible employee, an amount calculated at 9% of the employee's ordinary time earnings, into an approved fund (as defined in clause 5.5.3(a)). Each such payment of contributions shall be rounded off to the nearest 10 cents.
- (b) *Regular payment* - The Employer shall pay such contributions to the credit of each eligible employee at least once each calendar month or in accordance with the requirements of the approved fund trust deed.
- (c) *Minimum level of earnings* - No Employer shall be required to pay superannuation contributions on behalf of any eligible employee whether full-time, part-time, casual, adult or junior in respect of any week during which the employee's ordinary time earnings (as defined in clause 5.5.3(d)) do not exceed 35% of \$309.00 (or such other sum as is determined from time to time in proceedings relating to the state wage or

safety net adjustments).

- (d) Absences from work - Contributions shall continue to be paid on behalf of an eligible employee during any absence on paid leave such as annual leave, long service leave, public holidays, sick leave and bereavement leave, but no Employer shall be required to pay superannuation contributions on behalf of any eligible employee during any unpaid absences except in the case of absence on workers' compensation. In the case of workers' compensation, the Employer shall contribute in accordance with clause 5.5.2(a) whenever the employee is receiving by way of workers' compensation an amount of money no less than the employee's normal award rate of pay.
- (e) Other contributions - Nothing in clause 5.5 shall preclude an employee from making contributions to a Fund in accordance with the provisions of the trust deed of the Fund.
- (f) Cessation of contributions - An Employer shall not be required to make any further contributions on behalf of an eligible employee for any period after the end of the ordinary working day upon which the contract of employment ceases to exist.
- (g) No other deductions - No additional amounts shall be paid by the Employer for the establishment, administration, management or any other charges in connection with the fund other than the remission of contributions as prescribed in clause 5.5.

5.5.3 Definitions

- (a) "Approved fund" means a fund (as defined in clause 5.5.3(c)) approved for the purposes of clause 5.5 by the Commission as one to which occupational superannuation contributions may be made by an Employer on behalf of an employee, as required by clause 5.5. Such approved fund may be individually named or may be identified by naming a particular class or category.
- (b) "Eligible employee" means any employee who has been employed by the Employer during 5 consecutive weeks and who has worked a minimum of 50 hours during that period. After completion of the above qualifying period, superannuation contributions shall then be made in accordance with clause 5.5.2 effective from the commencement of that qualifying period.
- (c) "Fund" means a superannuation fund satisfying the Commonwealth legislation for occupational superannuation funds and satisfying the superannuation fund conditions in relation to a year of income, as specified in the relevant Act and complying with the operating standards as prescribed by Regulations made under the relevant Act. In the case of a newly established fund, the term shall include a superannuation fund that has received a notice of preliminary listing from the Insurance and Superannuation Commissioner.
- (d) "Ordinary time earnings" for the purposes of clause 5.5 means the actual ordinary time rate of pay the employee receives for ordinary hours of work including shift loading, skill allowances and leading hand allowances, where applicable. The term includes any over-award payment as well as casual rates received for ordinary hours of work. Ordinary time earnings shall not include overtime, disability allowances, commission, bonuses, lump sum payments made as a consequence of the termination of employment, annual leave loading, penalty rates for public holiday work, fares and travelling time allowances or any other extraneous payments of a like nature.

5.5.4 For the purposes of this Award, an approved fund means:

- (a) Sunsuper
- (b) Any named Fund as is agreed to between the relevant employer/Union parties to this Award and as recorded in an approved Industrial Agreement.
- (c) In the case of a minority group of employees of a particular Employer, any industry, multi-industry or other fund which has been approved in an award or an agreement approved by an Industrial Tribunal whether State or Federal jurisdiction which has already had practical application to the majority of Award employees of that Employer.
- (d) As to employees who belong to the religious fellowship known as the Brethren, who hold a Certificate issued pursuant to section 115 of the Act and are employed by an Employer who also belongs to that fellowship, any Fund nominated by the Employer and approved by the Brethren.
- (e) Any fund agreed between an Employer and an employee who holds a Certificate issued pursuant to section 115 of the Act where membership of a Fund cited in an award would be in conflict with the conscientious beliefs of that employee in terms of section 115 of the Act.

- (f) In relation to any particular employer, any other established Fund to which that employer was already actually making regular and genuine contributions in accordance with clause 5.5.2 on behalf of at least a significant number of that Employer's employees covered by this Award as at 29 September 1989 and continues to make such contribution.
- (g) The Employer and employee may agree to have the employee's superannuation contributions made to an approved superannuation Fund, other than those specified in this Award.
 - (i) Any such agreement must be recorded in writing and signed by the Employer and employee and kept on the employee's file.
 - (ii) A person must not coerce someone else to make an agreement.
 - (iii) Such agreement, where made, will continue until such time as the Employer and employee agree otherwise, and shall be made available to relevant persons for the purposes of sections 371 and 373 (inspection of time and wage records) of the Act.
 - (iv) Any dispute arising out of this process will be handled in accordance with the grievance and dispute settling procedure as contained in clause 3.2.

5.5.5 *Challenge of a fund*

- (a) An eligible employee being a member or a potential member of a Fund, as well as the Union, may by notification of a dispute to the Commission challenge a Fund on the grounds that it does not meet the requirements of clause 5.5.
- (b) Notwithstanding that the Commission determines that a particular Fund does not meet the requirements of clause 5.5, the Commission may in its discretion and subject to any recommendation, direction or order it may make, recognise any or all of the contributions previously made to that Fund as having met the requirements or part thereof of clause 5.5.2 up to and including the date of that determination.
- (c) In the event of any dispute over whether any Fund complies with the requirements of clause 5.5, the onus of proof shall rest upon the Employer.

5.5.6 *Fund selection*

- (a) No employer shall be required to make or be prevented from making, at any one time, contributions into more than one approved Fund. Such Fund, other than a Fund referred to in clauses 5.5.4(c), (d), (e), (f) and (g) shall be determined by a majority decision of employees.
- (b) Employees who are members of an established Fund covered by clause 5.5.4(f) shall have the right by majority decision to choose to have the contributions specified in clause 5.5.2 paid into a Fund as provided for elsewhere in clause 5.5.4 in lieu of the established Fund to which clause 5.5.4(f) has application.
- (c) The initial selection of a Fund recognised in clause 5.5.4 shall not preclude a subsequent decision by the majority of employees in favour of another Fund recognised under that clause where the long term performance of the fund is clearly disappointing.
- (d) Where clause 5.5.6 has been utilised and as a result another approved Fund is determined, access to a further re-appraisal of the Fund for the purpose of favouring yet another Fund shall not be available until a period of 3 years has elapsed after that utilisation.

5.5.7 *Enrolment*

- (a) Each Employer to whom clause 5.5 applies shall as soon as practicable as to both current and future eligible employees:
 - (i) Notify each employee of the employee's entitlement to occupational superannuation;
 - (ii) Consult as may be necessary to facilitate the selection by employees of an appropriate Fund within the meaning of clause 5.5.4;
 - (iii) Take all reasonable steps to ensure that upon the determination of an appropriate Fund, each eligible employee receives, completes, signs and returns the necessary application form/s provided by the Employer, to enable that employee to become a member of the Fund; and

- (iv) Submit completed application form/s and any other relevant material to the trustees of the Fund.
- (b) Each employee upon becoming eligible to become a member of a Fund determined in accordance with clause 5.5 shall:
 - (i) Complete and sign the necessary application form/s to enable that employee to become a member of that fund; and
 - (ii) Return such form/s to the Employer within 28 days of receipt of the application form/s in order to be entitled to the benefit of the contributions prescribed in clause 5.5.2.
- (c) Where an Employer has complied with the requirements of clause 5.5.7(a) and an eligible employee fails to complete, sign and return the application form/s within 28 days of the receipt by the employee of that form/s, then that Employer shall:
 - (i) Advise the eligible employee in writing of the non-receipt of the application form/s and further advise the eligible employee that continuing failure to complete, sign and return such form/s within 14 days could jeopardize the employee's entitlement to the occupational superannuation benefit prescribed by clause 5.5.
 - (ii) In the event that the eligible employee fails to complete, sign and return such application form/s within the specified period of 14 days be under no obligation to make any occupational superannuation contributions in respect of such eligible employee excepting as from any subsequent date from which the completed and signed application form/s is received by the Employer.
 - (iii) In the event that the eligible employee fails to return a completed and signed application form/s within a period of 6 months from the date of the original request by the Employer, again advise that eligible employee in writing of the entitlement and that the receipt by the Employer of a completed and signed application form/s is a pre-requisite to the payment of any occupational superannuation contributions.
 - (iv) At the same time as advising the eligible employee pursuant to clause 5.5.7(c)(iii) submit both to the Chief Industrial Inspector, Brisbane and to the Union a copy of each letter forwarded by the Employer to the eligible employee pursuant to clauses 5.5.7(c)(i) and 5.5.7(c)(iii).
- (d) Where an Employer fails to provide an eligible employee with an application form/s in accordance with clause 5.5.7(a)(iii) the Employer shall be obliged to make contributions as from the date the employee became an eligible employee provided that the eligible employee completes, signs and returns to the Employer an application form/s within 28 days of being provided with the application form/s by the Employer. Where the eligible employee fails to complete, sign and return an application form/s within such period of 28 days the provisions of clause 5.5.7(c) shall apply.

5.5.8 *Unpaid contributions*

Subject to Chapter 11, Part 2, Division 5 of the Act and to clause 5.5.5, where the discretion of the Commission has been exercised, should it be established that the Employer has failed to comply with the requirements of clause 5.5.2 in respect of any eligible employee such Employer shall be liable to make the appropriate contributions retrospectively to the date of eligibility of the employee, plus an amount equivalent to the rate of return those contributions would have attracted in the relevant approved Fund, or as necessary a Fund to be determined by the Commission under clause 5.5.5, had they been paid on the due dates. The making of such contributions satisfies the requirements of clause 5.5 excepting that resort to clause 5.5.8 shall not limit any common law action which may be available in relation to death, disablement or any similar cover existing within the terms of a relevant fund.

5.5.9 *Exemptions*

- (a) An employer may apply to the Commission for exemption from all or any of the provisions of clause 5.5 in the following circumstances:
 - (i) Incapacity to pay the costs associated with its implementation; or
 - (ii) Any special or compelling circumstances peculiar to the business of the Employer.
- (b) Clause 5.5 does not apply to the Broken Hill Proprietary Company Limited or Tubemakers of Australia Limited, or any corporation which is a related corporation (within the meaning of the Companies (Queensland Code)) of either the Broken Hill Proprietary Company Limited or Tubemakers of Australia

Limited.

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

6.1 Hours of work

6.1.1 Day workers

- (a) The ordinary hours of work shall be an average of 38 per week, and shall be worked continuously except for a meal break.
- (b) The spread of hours as prescribed above may be altered as to all or sections of employees provided that there is agreement between the Employer and the majority of employees directly affected:

Provided that the spread of hours shall not exceed 12 hours:

Provided further that work done outside the hours of 6.00 a.m. to 6.00 p.m. shall be paid at overtime rates and will be deemed to be part of the ordinary hours of work for the purposes of clause 6.1.1.

- (c) The ordinary starting and finishing times of various groups of employees or individual employees, may be staggered, provided that there is agreement between the Employer and the majority of employees directly affected.
- (d) The ordinary hours of work prescribed herein shall not exceed 10 hours on any one day:

Provided that where the ordinary working hours are to exceed 8 on any day, the arrangement of hours shall be subject to the agreement of the Employer and the majority of employees concerned:

Provided further that where any arrangement of ordinary hours exceed 8 on any one day, the Chief Industrial Inspector and the Union shall be notified in writing within 14 days of commencement of work under such arrangement.

6.1.2 *Continuous shift workers* - The ordinary hours of work shall be 19 shifts of 8 ordinary hours (152 hours) to be worked within a 4 week period in accordance with the roster system as set out in Schedule 1 or such other roster as mutually agreed upon between the Employer and the majority of employees.

6.2 Overtime

6.2.1 All time worked outside the ordinary working hours of the ordinary working day or before the ordinary starting time or after the ordinary ceasing time, shall be calculated and paid for as overtime.

6.2.2 The rates of pay for ordinary overtime shall be time and a-half for the first 2 hours worked on any one day, Monday to Friday inclusive, and double time thereafter:

Provided that if employees are called upon to work overtime commencing on Saturday, they shall be paid at one and a-half times the ordinary rate for the first 2 hours and double time thereafter with a minimum period of 4 hours' work or payment therefore.

All work done by employees on Sundays shall be paid for at double their ordinary rate of payment with a minimum period of 4 hours' work or payment therefore.

For overtime worked in any calling in or in connection with which more than one shift per day is worked, employees shall be paid not less than double their ordinary rates of pay.

6.2.3 When a Day Worker is required to do any work during the meal hour they shall be paid at double time for the time so worked. If more than half the meal hour is worked the employee shall continue to receive double time until the employee is allowed a meal break of 30 minutes, for which no deduction shall be made.

6.2.4 Any employee called upon to work 2 consecutive shifts, or being recalled to work the whole or part of a shift should be paid for such shift or part thereof at overtime rates.

6.2.5 For the purpose of calculating overtime due to continuous workers, ordinary time shall be the prescribed weekly rate divided by 38.

6.2.6 *Call back* - An employee recalled to work overtime after leaving their employer's business premises (whether notified before or after leaving the premises) shall be paid for a minimum of 4 hours' work at the appropriate rate for each time the employee is so recalled:

Provided that, except in the case of unforeseen circumstances arising, the employee shall not be required to work the full 4 hours if the job the employee was recalled to perform is completed in a shorter period.

Clause 6.2.6 shall not apply in cases where it is customary for an employee to return to the Employer's premises to perform a specific job outside the employee's ordinary working hours, or where the overtime is continuous (subject to a reasonable meal break) with the completion or commencement of ordinary working time.

Payment at the appropriate overtime rate shall be calculated from the time of leaving home to commence that work until the employee returns home from that work.

- 6.2.7 Preference for overtime work for roster work is to be given to employees engaged in the respective calling of roster work:

Provided that each employee when so rostered is obliged to be available.

- 6.2.8 When a roster worker is called upon to work more than one hour after the usual ceasing time, the employee shall be supplied with a meal at the Employers expense or be paid a "meal allowance" in lieu thereof. If the employee continues to so work, the employee shall be allowed an additional meal or "meal allowance" in lieu thereof for each completed 4 hours' work.

- 6.2.9 When a Day Worker is called upon to work overtime for not less than one and a-half hours after the employee's ordinary ceasing time then the employee shall be allowed a meal break of 30 minutes which shall be paid for at the ordinary rates of pay and the employee shall also be supplied with a meal at the Employer's expense or be paid "a meal allowance" in lieu thereof.

In addition employees working overtime shall be allowed a meal break of 30 minutes without deduction of pay for each 4 hours of overtime worked if the employee continues working after each such meal and in addition the employee shall be allowed a further meal for each 4 hours or payment of a "meal allowance" in lieu thereof.

When a Day Worker has provided themselves with customary meals because of receipt of notice of intention to work overtime, they shall be entitled to a "meal allowance" for each meal so provided, in the event of the work not being performed or ceasing before the respective meal times.

- 6.2.10 An employee who works so much overtime between the termination of the employee's ordinary work on one day and the commencement of the employee's ordinary work on the next day that the employee has not at least 10 consecutive hours off duty between those times shall, subject to clause 6.2.10, be released after completion of such overtime until the employee has had 10 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 10 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 10 consecutive hours off duty without loss of pay for ordinary working time occurring during such absence:

Provided that where an employee is recalled to work overtime and works not more than 2 hours overtime, clause 6.2.10 shall not apply.

The provisions of clause 6.2.10 shall apply in the case of shift workers who rotate from one shift to another as if 8 hours were substituted for 10 hours when overtime is worked:

- (a) For the purpose of changing shift rosters; or
- (b) Where a shift worker does not report for duty; or
- (c) Where a shift is worked by arrangement between the employees themselves.

6.3 Meal breaks

- 6.3.1 Meal breaks for all employees shall be taken in accordance with the industry custom and practice or as agreed between the Employer and the majority of the employee/s.

6.4 Rest pauses

- 6.4.1 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 majority of 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.

6.5 Shift work

6.5.1 All afternoon and night shift workers shall be paid the following in addition to the rates prescribed herein:

(a) Afternoon shift allowance:

The percentage allowance to be 12.5% or \$9.70 per shift (whichever is the greater).

(b) Night shift allowance:

The percentage allowance to be 15% or \$9.70 per shift (whichever is the greater).

6.5.2 This extra shift rate shall not apply to shift work performed on Saturday and Sunday where extra payments apply to continuous shift work.

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 as follows:

(a) Not less than 5 weeks if employed on shift work where 3 shifts per day are worked over a period of 7 days per week; and

(b) Not less than 4 weeks in any other case.

7.1.2 The 5 weeks' annual leave provided in clause 7.1.1(a) shall be inclusive of any unpaid rostered days off occurring therein and shall be taken in accordance with the roster for continuous workers:

Provided that an employee's annual leave shall not be taken so that the employee receives more or less than 5 weeks' pay and the appropriate annual leave loading.

7.1.3 The 4 weeks' annual leave provided in clause 7.1.1(b) shall be inclusive of any unpaid rostered days off occurring therein:

Provided that any employee's annual leave shall not be taken so that the employee receives more or less than 4 weeks' pay and the appropriate annual leave loading.

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.

7.1.4 Such annual leave shall be exclusive of any public holiday which may occur during the period of that annual leave and subject to clause 7.1.9 shall be paid for by the Employer in advance in the Employer's time:

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

(b) In every other case, at the ordinary rate payable to the employee concerned immediately prior to that leave under this Award.

7.1.5 If the employment of any employee is terminated at the expiration of a full year of employment, the Employer shall be deemed to have given the leave to the employee from the date of the termination of the employment and shall forthwith pay to the employee in addition to all other amounts due to the employee, the employee's ordinary pay, calculated in accordance with clause 7.1.9, for 4 or 5 weeks as the case may be, and also the employee's ordinary pay for any public holiday occurring during such period of 4 or 5 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 1/9th of the employee's ordinary pay for the period of the employee's employment if the employee is an employee to whom clause 7.1.1(a) applies, and 1/12th of the employee's ordinary pay for the period of the employee's employment if the employee is an employee to whom clause 7.1.1(b) applies, calculated in accordance with clause 7.1.9.

7.1.6 Annual leave will be given in addition to any notice for termination of service.

7.1.7 Should any public holiday occur during such annual leave an additional day's leave shall be granted for every public holiday so occurring.

7.1.8 It shall not be lawful for the Employer to give or for any employee to receive payment in lieu of annual leave.

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

- (a) Shift workers - Subject to 7.1.9(c) the rate of wage to be paid to a shift worker shall be the rate payable for work in ordinary time according to the employee's roster or projected roster, including Saturday, Sunday or holiday shifts;
- (b) Leading hands, & c. - Subject to clause 7.1.9(c), leading hand allowances and amounts of a like nature otherwise payable for ordinary time worked shall be included in the wages to be paid to employees during annual leave;
- (c) All employees - Subject to the provisions of clause 7.1.9(d), in no case shall the payment by an employer to an employee be less than the sum of the following amounts:
 - (i) The employee's ordinary wage rate as 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; and
 - (iii) A further amount calculated at the rate of 17.5% of the amounts referred to in clauses 7.1.9(c)(i) and (ii).
- (d) The provisions of clause 7.1.9(c) shall not apply to the following:
 - (i) Any period or periods of annual leave exceeding:
 - (A) 5 weeks in the case of employees employed in a calling where 3 shifts per day are worked over a period of 7 days per week; or
 - (B) 4 weeks in any other case.
 - (ii) Employers (and their employees) who are already paying (or receiving) an annual holiday bonus, loading or other annual holiday payment which is not less favourable to employees.

7.2 Sick Leave

7.2.1 Entitlement

(a) Every employee, except casuals and school-based apprentices and trainees, is entitled to 60.8 hours' sick leave for each completed year of their employment with their employer:

Provided that part-time employees accrue sick leave on a proportional basis.

(b) This entitlement will accrue at the rate of 7.6 hours' sick leave for each 6 weeks of employment.

(c) Payment for sick leave will be made based on the number of hours which would have been worked by the employee if the employee were not absent on sick leave.

(d) Sick leave may be taken for part of a day.

(e) Sick leave shall be cumulative, but unless the Employer and employee otherwise agree, no employee shall be entitled to receive, and no employer shall be bound to make, payment for more than 13 weeks' absence from work through illness in any one year.

7.2.2 Employee must give notice

The payment of sick leave is subject to the employee promptly advising the Employer of the employee's absence and its expected duration.

7.2.3 Evidence supporting a claim

When the employee's absence is for more than 2 days the employee is required to give the Employer a doctor's certificate, or other reasonably acceptable evidence, about the nature and approximate duration of the illness.

7.2.4 *Accumulated sick leave*

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

- (a) The employee is absent from work on unpaid leave granted by the Employer;
- (b) The Employer or employee terminates the employee's employment and the employee is re-employed within 3 months; or
- (c) The employee's employment is terminated because of illness or injury and the employee is re-employed by the same Employer without having been employed in the interim.

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

7.2.5 *Workers' compensation*

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

7.3 Bereavement leave

7.3.1 An employee shall on the death within Australia of a wife, husband, father, mother, mother-in-law, father-in-law brother, sister, child or step-child, brother in law or sister in law, be entitled on notice to leave up to and including the day after the funeral of 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 3 ordinary days of work. Proof of such death shall be furnished by the employee to the satisfaction of the Employer.

7.3.2 For the purposes of clause 7.3 the words "wife" and "husband" shall include a person who lives with the employee as a *de facto* wife or husband:

Provided an employee shall be entitled to a maximum of 3 days' leave without loss of pay on each occasion and on the production of satisfactory evidence of the death outside of Australia of an employee's husband, wife, father or mother and where such employee travels outside of Australia to attend the funeral.

7.3.3 Employees are not entitled to bereavement leave on their rostered day off, as a rostered day off is outside an employee's ordinary hours of duty.

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; and
- (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; and
- (d) Special responsibility leave for the care and support of the employee's immediate family or household.

7.6 Public holidays

7.6.1 Subject to clause 7.6.7 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 with a minimum of 4 hours.

7.6.2 Labour Day

All employees covered by this Award are 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 will 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 a-half times the ordinary time rate of pay 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 *Industrial Gazette* on the day appointed under the *Holidays Act 1983*, to be kept as a holiday in relation to the annual agricultural, horticultural or industrial show held at the principal city or town, as specified in such notification of such district will be paid for at the rate of double time and a-half with a minimum of 4 hours.

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

7.6.4 Employees who do not work Monday to Friday of each week

Employees who do not ordinarily work Monday to Friday of each week are entitled to public holidays as follows:

- (a) A full-time employee is entitled to either payment for each public holiday or a substituted day's leave;
- (b) A part-time employee is entitled to either payment for each public holiday or a substituted day's leave:

Provided that the part-time employee would have been ordinarily rostered to work on that day had it not been a public holiday;

- (c) Where a public holiday would have fallen on a Saturday or a Sunday but is substituted for another day all employees who would ordinarily have worked on such Saturday or Sunday but who are not rostered to work on such day are entitled to payment for the public holiday or a substituted day's leave;
- (d) Where Christmas Day falls on a Saturday or a Sunday and the public holiday is observed on another day an employee required to work on Christmas Day (i.e. 25th December) is to be paid at the rate of double time; and
- (e) Nothing in clause 7.6.4 confers a right to any employee to payment for a public holiday as well as a substituted day in lieu.

7.6.5 Double time and a-half

For the purposes of clause 7.6 "double time and a-half" means one and a-half day's wages in addition to the employee's ordinary time rate of pay or *pro rata* if there is more or less than a day.

7.6.6 Stand down

Any employee, with 2 weeks or more of continuous service, whose employment has been terminated by the Employer or who has been stood down by the Employer during the month of December, and who is re-employed in January of the

following year, shall be entitled to payment at the ordinary rate payable to that employee when they were dismissed or stood down, for any one or more of the following holidays, namely, Christmas Day, Boxing Day and New Year's Day.

7.6.7 *Substitution*

Where there is agreement between the Employer and the majority of employees concerned, a public holiday may be substituted for another day. If such other day is worked, then payment for that day will be at the rate of double time and a-half at the employees' ordinary time rate of pay.

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 - TRAINING AND RELATED MATTERS

8.1 **Commitment to training**

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.

8.2 **Training**

8.2.1 The parties to this Award recognise that in order to increase the efficiency, productivity and international competitiveness of the Sugar Industry, a greater commitment to training and skill development is required.

As such, the parties acknowledge that varying degrees of training are provided to employees in the Sugar Industry via both internal on-the-job training and also through external training facilities. To this end, the parties through consultation at all levels shall develop a training programme consistent with:

- (a) The current and future skill needs of the Distillery and the Sugar Industry; and
- (b) The size, structure and nature of the operations of the Distillery and the Sugar Industry; and
- (c) The need to develop vocational skills relevant to the Distillery and the Sugar industry through on-site training, Industry courses, and courses conducted by accredited educational institutions and providers.

8.2.2 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;
- (c) Developing co-ordinated training programmes designed to cater for the new classification structure with career-path advancement; and
- (d) Removing barriers to the utilisation of skills acquired.

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

9.1 Lockers

Lockers shall be supplied to employees on all floors.

PART 10 - AWARD COMPLIANCE AND UNION RELATED MATTERS

Preamble

Clauses 10.1 and 10.2 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.

10.1 Right of entry

10.1.1 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.

10.1.2 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 10.1.2(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 10.1.2 the authorised industrial officer may be treated as a trespasser.

10.1.3 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.

10.1.4 *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.

10.1.5 *Conduct*

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

10.2 Time and wages record

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

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

10.2.2 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.

10.2.3 The Employer must keep the record for 6 years.

10.2.4 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.

10.3 Posting of Award

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

10.4 Union encouragement

Preamble

Clause 10.4 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.

10.4.1 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.

10.4.2 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.

Schedule 1 - Continuous Roster Biostil Operator

	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S
No. 1 Shift	N	N	N	N	N					A	A	A	A	A	A	A				D	D	D	D				N	N
No. 2 Shift	D	D	D			N	N	N	N	N	N	N			A	A	A	A	A	A	A	A	A				D	D
No. 3 Shift	A	A				D	D	D	D			N	N	N	N	N				N	N	N	A	A	A	A	A	A
No. 4 Shift			A	A	A	A	A	A	A			D	D	D	D	D				N	N	N	N	N	N			
Relief			D	D						D	D				D	D								D	D			

Dated 17 May 2005.

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

Operative Date: 15 February 2005
 Repeal of Industrial Agreement and New Award - Biostil Plant - Sarina Distillery Enterprise
 Award - State 2005
 Released: 17 May 2005