

QUEENSLAND INDUSTRIAL RELATIONS COMMISSION

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

**BUNDABERG DISTILLING COMPANY PTY LTD AWARD - BUNDABERG 2003**

Following the Declaration of the General Ruling for Overtime Meal Allowance (matter numbers B/2010/34 and B/2010/38), the Bundaberg Distilling Company Pty Ltd Award - Bundaberg 2003 is hereby reprinted, pursuant to s. 698 of the *Industrial Relations Act 1999*.

I hereby certify that the Award contained herein is a true and correct copy of the Bundaberg Distilling Company Pty Ltd Award - Bundaberg 2003 as at 1 January 2011.

Dated 1 March 2011.

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

**BUNDABERG DISTILLING COMPANY PTY LTD AWARD - BUNDABERG 2003**

**PART 1 - APPLICATION AND OPERATION**

**1.1 Title**

This Award is known as the Bundaberg Distilling Company Pty Ltd Award - Bundaberg 2003.

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This Award takes effect from 29 September 2003.

### 1.4 Coverage

The Award applies to all employees in or about or in connection with the work of the Bundaberg Distilling Company Pty Ltd, including all assistants and labourers engaged in cleaning up, overhauling, or any other work in or about the said distillery, and to those employees who are employed on or in connection with the bottling of rum and visitor centre operations at Bundaberg.

### 1.5 Definitions

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

1.5.2 "Bondsworke" means an employee in charge of a bond and who superintends other employees working in or about the bond and who assists the strengths of vats and casks and turns off cocks and valves from spirit vats and racks off spirit from vats and casks.

- 1.5.3 "Casual Employee", means an employee engaged by the hour, who works not more than 32 ordinary hours in any one week, and who may leave their employers' service or be discharged at any time with one hour's notice.
- 1.5.4 "Casual Watchperson" means a Watchperson as defined in clause 1.5.13 who is engaged on a casual basis, and may include a Distillery worker who is otherwise employed in the Distillery, but who also accepts a separate engagement as a Watchperson.
- 1.5.5 "Commission" means the Queensland Industrial Relations Commission.
- 1.5.6 "Continuous Shift Worker" means an employee whose hours of work are rotated in a shift roster covering 24 hours per day over 7 days per week.
- 1.5.7 "Continuous Shift" means work that is performed over 24 hours per day over 7 consecutive days.
- 1.5.8 "Day Employee" means an employee who performs their ordinary hours of work inside the normal spread of hours as defined in 6.1.
- 1.5.9 "Distiller" means person working in a distillery in charge of one or more stills and performing the duties appertaining to the work of a distiller, and includes all persons whether registered or unregistered.
- 1.5.10 "Part-time Employee" means an employee engaged by the week to work on a part-time basis for a constant minimum number of hours each week which shall be not less than 14 nor more than 32 hours. Payment shall be on an hourly rate *pro rata* on the weekly rate. All other entitlements such as sick leave, annual leave etc. shall accrue on a *pro rata* basis.
- 1.5.11 "Shift Worker" (other than continuous shift work) means an employee who works on a roster that is rotated, with a roster that prescribes two or more shifts (day, afternoon and night) per day but does not cover a 24-hour period over 7 days.
- 1.5.12 "Union" means The Australian Workers' Union of Employees, Queensland.
- 1.5.13 "Watchperson" means an employee of the Distillery who is primarily engaged in safeguarding Distillery premises or property on or about such premises, and who may be required, during the course of their watching duties, to carry out other general duties associated with operation of the Distillery.
- 1.5.14 "Weekly Employee" means an employee employed by the week and paid at the weekly rate of pay (i.e. nominally a "full-time" employee).

## **1.6 Parties bound**

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

## **PART 2 - FLEXIBILITY**

### **2.1 Enterprise flexibility**

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

- 3.1.1 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.
- 3.1.2 If the grievance or dispute is not resolved under clause 3.1.1, 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.
- 3.1.3 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 3.1.5.
- 3.1.4 If the grievance or dispute is still unresolved after discussions mentioned in clause 3.1.2, 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 3.1.2 will not result in resolution of the dispute.
- 3.1.5 If, after discussion between the parties, or their nominees mentioned in clause 3.1.4, 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.
- 3.1.6 Whilst all of the above procedure is being followed, normal work shall continue except in the case of a genuine safety issue.
- 3.1.7 The *status quo* existing before the emergence of the grievance or dispute is to continue whilst the above procedure is being followed.
- 3.1.8 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.
- 3.1.9 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.
- 3.1.10 Discussions at any stage of the procedure shall not be unreasonably delayed by any party, subject to acceptance that some matters may be of such complexity or importance that it may take a reasonable period of time for the appropriate response to be made. If genuine discussions are unreasonably delayed or hindered, it shall be open to any party to give notification of the dispute in accordance with the provisions of the Act.

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

### **4.1 Employment categories**

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

Employment categories are:

- (a) full-time;
- (b) part-time (as defined); or
- (c) casual (as defined).

### **4.2 Commitment to work collectively**

The parties to the Award have established procedures at the workplace for discussion of workplace issues.

### **4.3 Revised classification structure**

The parties to the Award are committed to revising the classification structure for a compatible and career-orientated structured system that implements broad banding based on the Bundaberg Distilling Company Skills Analysis.

### **4.4 Wider range of duties**

4.4.1 Arising out of the Decision in the State Wage Case of October 1989, and in consideration of the wage increases resulting from the First Structural Efficiency adjustment operative from 30 November 1989, employees are to be available to perform a wider range of duties including work which is incidental or peripheral to their main task or functions, and the parties to the Award shall support training of employees where necessary to enable a wider range of duties to be performed.

4.4.2 During the trialling of any new classification structure and on the implementation of the new classification structure it is agreed between the parties that the following provisions can apply:

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

(b) Any direction issued by the employer pursuant to clause 4.4.2(a) shall be consistent with the employer's responsibility to provide a safe and healthy working environment.

#### **4.5 Two or more classes of work**

4.5.1 If an employee, other than an employee while engaged on work of Level 3 (Fork Lift Driver) and work for which a lesser rate of wages is payable, is asked to perform on any one day 2 or more classes of work to which differential rates fixed by this Award are applicable, such person shall be paid in respect of the time occupied in work on that day at the highest rate fixed by this Award in respect of the different classes of work:

Provided that when a Level 3 (Fork Lift Driver) also carries out other duties for which a lower rate of wages is fixed by this Award such person if employed for 4 hours or less on the work of Level 3 (Fork Lift Driver) shall be paid at that higher rate for a minimum of 4 hours and if employed for more than 4 hours on the work of Level 3 (Fork Lift Driver) shall be paid at the higher rate of Level 3 (Fork Lift Driver) in respect of the whole time during which the employee works on that day.

#### **4.6 Anti-discrimination**

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

(a) discrimination on the basis of sex, marital status, family responsibilities, pregnancy, parental status, age, race, impairment, religion, political belief or activity, trade union activity, lawful sexual activity and association with, or relation to, a person identified on the basis of the above attributes;

(b) sexual harassment; and

(c) racial and religious vilification.

4.6.2 Accordingly in fulfilling their obligations under the grievance and disputes settling procedure in clause 3.1, the parties to this Award must take reasonable steps to ensure that neither the Award provisions nor their operation are directly or indirectly discriminatory in their effects.

4.6.3 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.

4.6.4 Nothing in clause 4.6 is to be taken to affect:

(a) any different treatment (or treatment having different outcomes) which is specifically exempted under the *Anti-Discrimination Act 1991*; or

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

#### **4.7 Termination of employment**

##### *4.7.1 Statement of employment*

An employer shall, in the event of termination of employment, provide upon request to the employee who has been terminated a written statement specifying the period of employment and the classification or type of work performed by the employee.

##### *4.7.2 Termination by employer*

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

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

(b) In addition to the notice in (a) above, employees 45 years old or over and who have completed at least 2 years' continuous service with the employer shall be entitled to an additional week's notice.

(c) Payment in lieu of notice shall be made if the appropriate notice is not given:

Provided that employment may be terminated by part of the period of notice specified and part payment in lieu thereof.

(d) In calculating any payment in lieu of notice the minimum compensation payable to an employee will be at least the total of the amounts the employer would have been liable to pay the employee if the employee's employment had continued until the end of the required notice period. The total must be worked out on the basis of:

- (i) the ordinary working hours to be worked by the employee; and
- (ii) the amounts payable to the employee for the hours including for example allowances, loadings and penalties; and
- (iii) any other amounts payable under the employee's employment contract.

(e) The period of notice in this clause shall not apply in the case of dismissal for misconduct or other grounds that justify instant dismissal, or in the case of a casual employee, or an employee engaged by the hour or day, or an employee engaged for a specific period or tasks.

#### 4.7.3 *Notice of termination by employee*

The notice of termination required to be given by an employee shall be one week or forfeiture of a maximum of one week's pay.

In the case of dismissal of an employee or of an employee leaving the services of an employer, after the prescribed period of notice being given, the employee shall be paid all wages due within 3 days after the employment stops.

#### 4.7.4 *Time off during notice period*

During the period of notice of termination given by the employer, an employee shall be allowed up to one day's time off without loss of pay for the purpose of seeking other employment. This time off shall be taken at times that are convenient to the employee after consultation with the employer.

### **4.8 Introduction of changes**

#### 4.8.1 *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.

#### 4.8.2 *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 alternative employment).

- (b) The consultation must occur as soon as practicable after making the decision referred to in clause 4.8.1.
- (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.

## **4.9 Redundancy**

### *4.9.1 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 4.9.1(a) and shall cover the reasons for the proposed terminations, measures to avoid or minimise the terminations and/or their adverse effects on the employees concerned.
- (c) For the purpose of the consultation the employer shall, as soon as practicable, provide in writing to the employees concerned and, where relevant, their Union or Unions, all relevant information about the proposed terminations including the reasons for the proposed terminations, the number and categories of employees likely to be affected, the number of workers normally employed and the period over which the terminations are likely to be carried out:

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

### *4.9.2 Transfer to lower paid duties*

- (a) Where an employee is transferred to lower paid duties for reasons set out in clause 4.9.1 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 4.7.
- (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.

### *4.9.3 Transmission of business*

- (a) Where a business is, whether before or after the date of insertion of this clause in the Award transmitted from an employer (transmittor) to another employer (transmittee), and an employee who at the time of such transmission was an employee of the transmittor of the business, becomes an employee of the transmittee:
  - (i) the continuity of the employment of the employee shall be deemed not to have been broken by reason of such transmission; and
  - (ii) the period of employment which the employee has had with the transmittor or any prior transmittor shall be deemed to be service of the employee with the transmittee.
- (b) In clause 4.9.3, '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.

### *4.9.4 Time off during notice period*

- (a) Where a decision has been made to terminate an employee in the circumstances outlined in clause 4.9.1, 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.

#### 4.9.5 *Notice to Centrelink*

Where a decision has been made to terminate employees in the circumstances outlined in clause 4.9.1, 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.

#### 4.9.6 *Severance pay*

- (a) In addition to the period of notice prescribed for ordinary termination in clause 4.7.2(a), and subject to further order of the Commission, an employee whose employment is terminated for reasons set out in clause 4.9.1(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.

#### 4.9.7 *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.

#### 4.9.8 *Employee leaving during notice*

An employee whose employment is terminated for reasons set out in clause 4.9.1(a), may terminate such employment during the period of notice, and, if so, shall be entitled to the same benefits and payments under this clause had such employee remained with the employer until the expiry of such notice:

Provided that in such circumstances the employee shall not be entitled to payment in lieu of notice.

#### 4.9.9 *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.

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

Clause 4.9 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.

#### 4.9.11 *Employees exempted*

Clause 4.9 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.

#### 4.9.12 *Employers exempted*

- (a) Subject to an order of the Commission, in a particular redundancy case, clause 4.9 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.

#### 4.9.13 *Exemption where transmission of business*

- (a) The provisions of clause 4.9.6 are not applicable where a business is before or after the date of the insertion of this clause into the Award, transmitted from an employer (transmittor) to another employer (transmittee), in any of the following circumstances:
  - (i) where the employee accepts employment with the transmittee which recognises the period of continuous service which the employee had with the transmittor, and any prior transmittor, to be continuous service of the employee with the transmittee; or
  - (ii) where the employee rejects an offer of employment with the transmittee:
    - (A) in which the terms and conditions are substantially similar and no less favourable, considered on an overall basis, than the terms and conditions applicable to the employee at the time of ceasing employment with the transmittor; and
    - (B) which recognises the period of continuous service which the employee had with the transmittor and any prior transmittor to be continuous service of the employee with the transmittee.
- (b) The Commission may amend clause 4.9.13(a)(ii) if it is satisfied that it would operate unfairly in a particular case, or in the instance of contrived arrangements.

#### 4.9.14 *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.

### **4.10 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 Wages**

#### 5.1.1 *Weekly wage rates*

Distillery Level	Relativity	Minimum rate of pay per week
	%	\$
6	105	728.66
5	100	703.00
4	95	675.34
3	91	654.81
2	87	634.28
1	80	598.36

The rates of pay in this Award are intended to include the arbitrated wage adjustment payable under the 1 September 2010 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 Payment of wages

Wages shall be paid weekly and not later than Thursday in each week, and shall be paid up to and including the previous Sunday by electronic funds transfer to the employees' nominated financial institution account.

## 5.3 No loss in wages

Notwithstanding anything that may appear in this Award, no employee shall be reduced in wages or conditions as a result of the coming into operation of this Award.

## 5.4 Allowances

### 5.4.1 Afternoon and night shift allowances

(a) In addition to the rates of pay prescribed by clause 5.1, employees whilst engaged on afternoon shift and night shift, shall be paid an additional penalty rate for each such shift as follows:

- (i) Afternoon Shift 12.5% (or \$9.70 whichever is the greater)
- (ii) Night Shift 15% (or \$9.70 whichever is the greater)

(b) For the purposes of clause 5.4.1:

- (i) "Afternoon Shift" shall mean any shift finishing after 6.00 p.m. and at or before midnight;
- (ii) "Night Shift" shall mean any shift finishing after midnight and at or before 8.00 a.m.; and
- (iii) The percentage which is quoted shall be the amount which is payable for each shift in addition to the employee's ordinary time wage rate.

(c) No employee shall as a result of clause 5.4.1 suffer any reduction to their current entitlement to shift allowance.

### 5.4.2 Extra week-end payments

(a) Shift workers - where the ordinary hours of continuous shift workers fall between midnight Friday and midnight Sunday, one and one-half times the ordinary time hourly rate for the classification under which an employee is engaged shall be paid for these rostered ordinary hours.

(b) Such payment shall be in addition to any allowance payable for the working of afternoon or night shift.

(c) This payment shall only apply where continuous shift work is performed.

### 5.4.3 Cleaning inside wash stills

Employees engaged in cleaning inside wash stills shall be paid an allowance for each hour, or part thereof, equal to the ordinary hourly rate for classification Level 5, as prescribed in this Award. (This, in addition to all other amounts due, allowance shall be in lieu of any lesser allowance or allowances for other disabilities which may also be encountered).

5.4.4 *Cleaning inside maturation vats, inside molasses clarifier and inside yeast vessels* - minimum of 2 hours' double time.

5.4.5 *Cleaning inside molasses wells* - minimum of 4 hours' double time. Over 4 hours, minimum of 8 hours.

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

### **6.1 Hours of work**

6.1.1 The ordinary working hours for all weekly (or day work) employees shall average 38 hours per week and total 152 hours within each 4 week work cycle:

Provided that by agreement, 160 hours may be worked within a work cycle not exceeding 4 consecutive weeks in accordance with clause 6.1.11.

6.1.2 The agreed rosters shall provide for an accrued day off on a Monday, or by agreement on other days:

Provided that if an accrued day off falls on a public holiday the accrued day off shall be taken on the next ordinary working day.

6.1.3 Accrued days off may, by agreement, be accrued up to a maximum of 6 accrued days off, which shall be taken within 12 calendar months of the date on which the first accrued day off was accrued, at an agreed time or times.

6.1.4 The ordinary working hours of day workers shall be between the hours of 6.00 a.m. to 6.00 p.m. Monday to Friday inclusive, provided that the ordinary hours shall be worked continuously except for a meal break. Other arrangements for ordinary working hours may be determined under the facilitative provisions of this Award (refer schedule A).

6.1.5 The spread of hours as prescribed in clause 6.1.4 may be altered as to all or sections of employees under the facilitative provisions of this (refer Schedule A) Award, 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 6.1.5.

6.1.6 The ordinary starting and finishing times of various groups of employees or individual employees, may be staggered, under the facilitative provisions of this Award (refer schedule A).

6.1.7 The ordinary hours of work prescribed herein shall not exceed 10 hours on any day:

Provided that where the ordinary working hours are to exceed 8 on any day, the arrangement of hours shall be under the facilitative provisions of this Award (refer schedule A).

6.1.8 The ordinary working hours of watchpersons (other than casual watchpersons) may be worked on any 5 days of the week. The daily ordinary working hours shall be worked continuously.

6.1.9 Casual Watchpersons may be employed, at any time during the 7 days of the week, with a minimum of 4 hours per engagement where the engagement does not exceed 4 hours and a minimum of 8 hours for an engagement exceeding 4 hours.

All time worked by casual watchpersons in excess of 8 hours on any day shall be paid for at overtime rates provided that for the purposes of clause 6.1.9 "day" shall mean the period of 24 hours from the commencement of each engagement.

The allowance prescribed by clause 5.4.1 shall not apply for casual watchpersons.

6.1.10 *Facilitative procedure*

The procedure for employers and employees to implement the facilitative provision under clause 6.1 shall be in accordance with Schedule A to this Award.

6.1.11 *Arrangement of hours*

- (a) Hours of work may be worked over a cycle on one of the following bases:
- (i) by employees working more or less than 8 ordinary hours each day; or
  - (ii) by employees working more or less than 8 ordinary hours on one or more days each work cycle; or
  - (iii) nil by fixing one or more work days on which all employees will be off during a particular work cycle;  
or
  - (iv) by rostering employees off on various days of the week during a particular work cycle, so that each employee has one work day off (an accrued day off) during that cycle; or
  - (v) by agreement between the employer and the employee concerned.
- (b) The employer shall have the right to make the final determination as to the method by which the 38 hour week is implemented or worked from time to time.

6.1.12 Genuine consultation shall occur in relation to roster formulation.

## **6.2 Method of work and payment for ordinary hours**

- 6.2.1 The employer shall be deemed to have paid the minimum weekly rates prescribed herein if the employee is paid a total of 2 weeks' minimum pay over the 2 week cycle.
- 6.2.2 An employee shall be paid for all ordinary hours worked each week at the weekly rate divided by 38 with accrual of accrued days off as per clause 6.1.11 of this Award to be taken into consideration.
- 6.2.3 *Method of payment of Casuals* - The hourly rate of payment for casual employees shall be that calculated by dividing the weekly rate by 38 and adding the casual loading of 23%, with a minimum of 4 hours' work on each occasion.

## **6.3 Meal breaks**

- 6.3.1 Employees shall be entitled to a meal break of a minimum of 30 minutes and a maximum of 60 minutes to be taken after the end of the 4th hour and prior to the start of the 6th hour from the commencement of the employee's ordinary hours:

Provided that meal times may be altered or staggered by agreement which may be verbal.

### *6.3.2 Meal break - day workers*

Where an employee other than a shift worker is required to work during the normal meal break the employee shall be paid at the rate of double time for the time so worked, and shall continue to receive double time until the employee is allowed a meal break of 30 minutes for which no deduction shall be made:

Provided that where continuity of work may be required, the commencement of such meal break may be varied by agreement between the supervisor and the employee concerned by up to 30 minutes from the nominal starting time, without penalty.

### *6.3.3 Crib - shift workers*

Shift and continuous shift workers shall be allowed 30 minutes for crib without loss of pay, to be taken in such a manner as not to interfere with the continuity of work of the establishment.

- 6.3.4 Where an employee is called upon to work overtime for more than one hour after the ordinary ceasing time the employee shall be allowed a crib break of half an hour in the employer's time. Employees shall be allowed a further crib break of 45 minutes in the employer's time after each 4 hours of overtime worked.

- 6.3.5 Where an employee is called upon to work overtime in excess of 4 hours before the ordinary commencing time the employee shall, after the expiration of 4 hours, be allowed one half-hour for a meal in the employer's time and 30 minutes after the completion of every additional 4 hours overtime worked.

- 6.3.6 Where an employee is called upon to work overtime for more than one hour before the ordinary commencing time or after the ordinary ceasing time the employee shall be supplied with a meal by the employer or shall be paid \$12.10 in lieu thereof in respect to each meal break allowed during such overtime.

- 6.3.7 Where an employee has been provided themselves with meals because of previous notice of being required to

work overtime and owing to the work not being available such meals are not required, the employee shall be paid the sum of \$12.10 for each meal provided and not required.

#### **6.4 Rest pauses**

Every employee covered by this Award shall be entitled to a rest pause of 10 minutes' duration in the employer's time in the first and second half of the working day. Such rest pauses shall be taken at times which will not interfere with the continuity of work, where continuity is necessary:

Provided that while rest pauses shall not be eliminated, they may be combined, by agreement.

#### **6.5 Overtime**

6.5.1 All time worked in excess of the ordinary weekly working hours, or outside the spread of ordinary hours provided for in clause 6.1 for day workers and shift workers respectively shall be deemed overtime. Each day shall stand by itself when overtime is being computed, except where an employee commences to work overtime on one day and continues to work such overtime into the next day.

6.5.2 All overtime, except as hereinafter provided, shall be paid for at one and a-half times the ordinary rate for the first 3 hours, after which double time shall be paid.

6.5.3 All time worked by shift workers in excess of their ordinary working hours shall be paid for at a rate of double time.

6.5.4 For all overtime payment calculations the ordinary rate shall be the weekly rate divided by 38.

6.5.5 Where an employee is called upon to work overtime commencing on Saturday or their first rostered day off after a period of rostered ordinary time work, the employee shall be paid at the rate of one and a-half times the ordinary rate for the first 3 hours and double time thereafter, with a minimum period of 3 hours' work or payment therefore.

6.5.6 All overtime worked on Sundays or the second rostered day off after a period of rostered ordinary time work shall be paid for at double time with a minimum of 3 hours' work or payment therefore:

Provided that this minimum shall not apply where overtime worked by shift workers is continuous with their shift work. The provisions of clause 6.5.6 shall not apply to accrued days off and for banked accrued days off.

6.5.7 Where an employee is required to report for work between 8 p.m. and 6 a.m. the employee shall be paid at the rate of double time for all time so worked up to the ordinary starting time Monday to Friday and up to 7 a.m. Saturday.

#### **6.5.8 Call back**

(a) An employee recalled to work overtime after leaving their employer's business premises on Monday to Friday (whether notified before on or after leaving the premises) shall be paid for a minimum of 3 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 3 hours if the job the employee was recalled to perform is completed within a shorter period.

(b) Clause 6.5.8 shall not apply in cases where it is customary for an employee to return to their employer's premises to perform a specific job outside their ordinary working hours, or where the overtime is continuous (subject to a reasonable meal break) with the completion or commencement of ordinary working time. Overtime worked in the circumstances specified in clause 6.5.8 shall not be regarded as overtime for the purpose of clause 6.5.9 when the actual time worked is less than 3 hours on such recall or on each of such recalls.

#### **6.5.9 10 hour break**

(a) An employee who works so much overtime between the termination of their ordinary work on one day and the commencement of their ordinary work on the next day that the employee has not at least 10 consecutive hours off duty between those times shall, subject to clause 6.5.9 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 their 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 3 hours' overtime, clause 6.5.9 shall not apply.

- (b) The provisions of clause 6.5.9 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:
  - (i) for the purpose of changing shift rosters; or
  - (ii) where a shift worker does not report for duty; or
  - (iii) where a shift is worked by arrangement between the employees themselves.

6.5.10 All time worked on a rostered day off shall be paid in accordance with the provisions prescribed for Saturday overtime.

## **6.6 Shift work**

The ordinary working hours for shift workers shall not exceed 40 in any one week, or 8 in any one day, which may be worked in accordance with an agreed roster between the employer and the majority of employees directly affected.

## **6.7 Lost time**

Where employees lose time from any cause other than their own fault, they shall be paid for such time at the rate prescribed herein for the work they are usually engaged on, but shall during such time perform such work as the employer shall require them to perform.

## **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 or prior to termination be entitled to annual leave or annual leave payment (in the case of *pro rata* annual leave pay) on full pay plus 17.5% loading, 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. The additional 5 days' annual leave will be *pro rata* to the time worked on such an arrangement.
- (b) Not less than 4 weeks in any other case.

7.1.2 Such annual leave shall be exclusive of any public holiday which may occur during the period of that annual leave and (subject to clause 7.1.8) shall be paid for by the employer in advance:

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

7.1.3 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 pay, calculated in accordance with clause 7.1.8, for 4 weeks 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.

7.1.4 Provided that for the purposes of the clause 7.1, payment for annual leave shall be made at a rate not less than the average weekly earnings exclusive of overtime and allowances of such employee for the period of 12 months immediately preceding the commencement of such leave.

7.1.5 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 an amount equal to 1/9th of the employee's 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 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 7.1.8:

Provided that if an employee's employment is terminated before the expiration of a full year of employment but after the employee has been in employment for not less than 48 weeks the employee shall be deemed to have completed a full year of employment for the purposes of clause 7.1:

Provided further that such leave shall be paid for at a rate not less than the average weekly earnings exclusive of overtime and allowances of such employee for the period of 12 months immediately preceding the commencement of such leave.

7.1.6 Where practicable, at least 2 weeks' notice in writing of the commencement of annual leave shall be given to the employee.

7.1.7 Annual leave shall be given in addition to any notice of the termination of service

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

7.1.8 *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 clause 7.1.8(b) 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) All employees

Subject to the provisions of clause 7.1.8(c) in no case shall the payment by the employer to an employee be less than the sum of the following amounts:

(i) The employee's ordinary wage rate as prescribed by the Award for the period of the annual leave (excluding shift premiums and week-end penalty rates);

(ii) A further amount calculated at the rate of 17.5% of the amounts referred to in clause 7.1.8(b)(i)

(c) The provisions of clause 7.1.8(b) shall not apply to the following:

(i) any period or periods of annual leave exceeding:

- 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. The additional 5 days' leave will be *pro rata* to the time worked on such arrangement; or
- 4 weeks in any other case.

(ii) Employers (and their employees) who are already paying (or receiving) an annual leave bonus, loading or other annual leave payment which is not less favourable to employees.

7.1.9 Calculation of annual leave, refer to Schedule B to this Award.

## **7.2 Sick leave**

7.2.1 *Entitlement*

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

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

(c) Payment for sick leave will be made based on the ordinary number of hours that 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.

(f) Part-time employees accrue sick leave on a proportional basis.

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

### 7.3.2 *Long-term casual employees*

- (a) A long-term casual employee is entitled to at least 2 days unpaid bereavement leave on the death of a member of the person's immediate family or household in Australia.
- (b) A "long-term casual employee" is a casual employee engaged by a particular employer, on a regular and systematic basis, for several periods of employment during a period of at least 1 year immediately before the employee seeks to access an entitlement under this clause.

### 7.3.3 "Immediate family" includes:

- (a) A spouse (including a former spouse, a *de facto* spouse and a former *de facto* spouse, spouse of the same sex) of the employee; and
- (b) A child or an adult child (including an adopted child, a foster child, an ex-foster child, a stepchild or an ex-nuptial child), parent, grandparent, grandchild or sibling of the employee or spouse of the employee.

### 7.3.4 *Unpaid leave*

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

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

## **7.4 Long service leave**

All employees covered by this Award are entitled to long service leave on full pay under, subject to, and in accordance

with, the provisions of Chapter 2, Part 3, sections 42-58 of the Act as amended from time to time.

## **7.5 Family Leave**

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

7.5.1 It is to be noted that:

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

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

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

## **7.6 Public holidays**

7.6.1 All work done by any employee on:

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

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

7.6.2 *Labour Day*

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

7.6.3 *Annual show*

All work done by employees in a district specified from time to time by the Governor in Council by Order in Council published in the *Gazette* on the day appointed under the *Holidays Acts 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 Order in Council of such district shall be paid for at the rate of double time and a-half with a minimum of 4 hours.

7.6.4 *Double time and a-half*

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

7.6.5 *Stand down*

Any and every employee who, having been dismissed or stood down by the employer during the month of December in any year, shall be re-employed by that employer at any time before the end of the month of January in the next succeeding year shall, if that employee shall have been employed by that employer for a continuous period of 2 weeks or longer immediately prior to being so dismissed or stood down, be entitled to be paid and shall be paid by the employer (at the ordinary rate payable to that employee when so dismissed or stood down)

for any one or more of the following holidays, namely, Christmas Day, Boxing Day, and the first day of January occurring during the period on and from the date of the dismissal or standing down to and including the date of the re-employment as aforesaid.

7.6.6 All time worked on any of the holidays mentioned in clause 7.6 outside the ordinary starting and ceasing times prescribed by this Award for the day of the week on which such holiday falls shall be paid for at double the rate prescribed by the Award for such time when worked outside the ordinary starting and ceasing times on an ordinary working day.

7.6.7 If any of the holidays mentioned in clause 7.6 fall on an employee's rostered day off, the employee shall for each such day so falling, have an additional day's holiday added to the employee's annual leave, or shall have a day's holiday in lieu at a time to be mutually agreed between the employer and the employee concerned or shall be paid an additional day's pay for each such day so falling.

## **7.7 Jury service**

(a) An employee, other than a casual employee, required to attend for jury service during their ordinary working hours shall be reimbursed by the employer an amount equal to the difference between the amount paid in respect of their attendance for such jury service and the ordinary pay the employee would have been paid if the employee was not absent on jury service.

(b) Alternatively, by agreement, fees (other than meal allowance) received by the employee to attend jury service will be paid to the employer and the employer will continue to pay the employee their ordinary pay for the time the employee was absent on jury service.

(c) Employees shall notify their employer as soon as practicable of the date upon which they are required to attend for jury service and shall provide their employer with proof of such attendance, the duration of such attendance and the amount received in respect thereof.

(d) If the employee is not required to serve on a jury for a day or part of a day after attending for jury service and the employee would ordinarily be working for all or part of the remaining day, the employee must, if practicable, present for work at the earliest reasonable opportunity.

(e) "Ordinary pay" means the rate of pay that an employee would normally expect to receive for working ordinary hours on an ordinary day of the week, including any over-award payment. "Ordinary pay" excludes overtime, penalty rates of all types - including those attaching to working ordinary hours (for example) on a Saturday, disability allowances, shift allowances, special rates, fares and travelling time allowances, bonuses and other ancillary payments of a like nature.

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

No provisions inserted in this Award relevant to this Part.

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

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

9.1.1 The parties acknowledge that varying degrees of training are provided to employees in the enterprise both via internal, on-the-job and through external training providers.

9.1.2 The parties commit themselves to continuing such training as is regarded by them as appropriate and improving training in cases where this is required.

9.1.3 It is agreed that the parties will co-operate in ensuring that appropriate training is available for all employees in the enterprise and the parties agreed to co-operate in encouraging both employers and employees to avail themselves of the benefits to both from such training.

9.1.4 The parties agree to continue discussions on issues raised by the Union relating to training.

9.1.5 The parties are committed to encouraging young people to view the enterprise as one, which has the capacity to provide them with an interesting career as they progress not only through junior ranks but also as adults.

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

No provisions inserted in this Award relevant to this Part.

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

## **Preamble**

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

### **11.1 Right of entry**

#### *11.1.1 Authorised industrial officer*

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

#### *11.1.2 Entry procedure*

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

#### *11.1.3 Inspection of records*

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

#### *11.1.4 Discussions with employees*

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

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

#### *11.1.5 Conduct*

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

## **11.2 Time and wages record**

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

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

11.2.2 The time and wages record must also contain:

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

11.2.3 The employer must keep the record for 6 years.

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

## **11.3 Union encouragement**

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

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

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

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

### *11.3.2 Union delegates*

Union delegates and job representatives have a role to play within a workplace. The existence of accredited Union delegates and/or job representatives is encouraged.

The employer shall not unnecessarily hinder accredited Union delegates and/or job representatives in the reasonable and responsible performance of their duties.

### 11.3.3 *Deduction of Union fees*

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

## 11.4 **Posting of award**

A copy of this Award shall be kept and posted at the place where the industry is carried on and in such a position as to be legible to the employees.

## **SCHEDULE A**

### Procedures to Implement Facilitative Award Provisions

Facilitative Award provisions such as hours of work - day/shift, meal breaks, 10 ordinary hours, staggered starting and finishing times, spread of hours and working outside 6.00 a.m.-6.00 p.m. can be negotiated between management and employees who are directly affected by such proposals.

If appropriate, employees shall have the right to be represented by their local Union delegate/s or employees' nominated representatives and shall have the right to be represented by their local Union official/s.

Facilitative Agreement provisions can only be implemented by agreement.

Facilitative Agreement provisions cannot be imposed by the employer onto employees or *vice versa*.

"Agreement" is defined as obtaining consent of the employer and greater than 50% of employees directly affected.

All employees directly affected must be consulted as a group regarding the proposal, before any agreement can be reached.

Any agreement reached must be documented, and must incorporate a review period. A copy of the agreement must be forwarded to the relevant Union delegate/s and state official/s within 14 days.

## **SCHEDULE B**

### Calculation of Sick Leave, Annual Leave and Long Service Leave

1. Sick leave, annual leave and long service leave shall be exclusive of any unpaid rostered days off occurring therein.
2. Where the Award expresses accruals or accumulations in weeks or days, such accruals or accumulations shall be computed in hours on the basis of the following conversion factors:  
  
If in weeks, x 38 hours  
If in days, x 7.6 hours
3. Where, prior to 1 January 1986, accruals or accumulations were made on the basis of a 40-hour week such credits shall be converted to hours on the basis of a 38-hour week according to the following formulae:  
  
Where expressed in weeks, x 38 hours  
Where expressed in days, x 7.6 hours  
  
Where expressed in hours, x .95 (i.e. No. of hours multiplied by 7.6 divided by 8)
4. Unless otherwise mutually agreed between the employer and the employee, entitlements to annual leave and long service leave shall be taken in whole 7.6 hour days.
5. Method of Payment
  - (a) Except in the case of termination payments, employees shall be paid for accrued or accumulated leave entitlements at the ordinary rate applicable if they had worked during that period instead of taking paid leave.
  - (b) In the case of termination payments (except for *pro rata* annual leave) employees shall be paid for all hourly accruals or accumulations of annual leave and long service leave at the weekly rate divided by 38.

6. Annual Leave Loading. Nothing in this clause alters the calculation of or payment for the annual leave loading prescribed by the appropriate Award.

## **APPENDIX 1 INTERIM CLASSIFICATION STRUCTURE**

### ***LEVEL 1***

(a) *General*

This is a new employee who is undertaking a period of structured training in basic skills related to the Bundaberg Distillery. An employee shall be retained at this level for a maximum of 3 months.

An employee at this level is to:

Undertake induction training relevant to the Bundaberg Distillery.

Undergo training to acquire basic skills.

Work under supervision.

Exercise minimal decision making.

Demonstrate general housekeeping skills.

Demonstrate the ability to use common language skills to engage in communication and to read and understand written and oral instructions.

(b) *Typical tasks include*

Training to a standard of competency in typical Level 2 tasks (as defined in Level 2).

(c) *Qualifications*

Licences where appropriate.

(d) *Indicative classification*

Trainee.

### ***LEVEL 2***

(a) *General*

Upon appointment to this level an employee will have successfully completed structure training and demonstrated competency in typical tasks as defined in (b) below or has demonstrated equivalent experience to perform work within the scope of this level.

An employee at this level is required to:

Work under supervision.

Exercise decision making/responsibility within their level of skill and training.

Demonstrate an awareness of general quality control standards with particular responsibility for their own work and advise of quality control problems where identified.

Provide on-the-job training and may assist in assessing employees undertaking a structured training program to this level.

Service and adjust equipment according to their level of skill and training, and advise of any additional maintenance required.

Demonstrate general housekeeping skills.

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

Labouring

Assisting other graded employees

Minor clerical 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 motor vehicles  
Handling of process and cleaning chemicals safely  
Knowing and applying cleaning materials/practices  
Conducting tours  
General bar duties  
Serving in the shop  
Stacking cartons  
Depalletising  
Overpacking  
Stocktaking  
Greasing.

(c) *Qualifications*

- (i) category A drivers licence where appropriate;
- (ii) hand-held tools in-house training; and
- (iii) speedboat licence where appropriate.

(d) *Indicative classifications*

- (i) Labourer
- (ii) Visitor Attendant
- (iii) Watchperson
- (iv) Casual watchperson
- (v) Tradespersons Assistant.

**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:

Work under minimal supervision.

Exercise decision making/responsibility within their level of skill and training.

Demonstrate awareness of general quality control standards with particular responsibility for their own work and advise of quality control problems where identified.

Provide on-the-job training and assist in assessing employees undertaking a structured training program to this level.

Service, adjust and check the calibration of equipment according to their level of skill and training, and advise of any additional maintenance required.

Demonstrate general housekeeping skills.

Demonstrate the 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*

Performing a range of quality checks on bottled products and incoming materials

Maintaining stock levels

Assist in the coordinating and running of the visitor centre

Operating forklift

Colour rum

Preparing denaturant

Collecting samples and dips

Loading tankers

Bottling line operator

Transferring spirit and rum

Checking bonds.

(c) *Qualifications*

Plant operator certificate of competency (forklift) where appropriate.

Senior First Aid Certificate where appropriate.

(d) *Indicative classifications*

Bondworker

Bottling Line Operator  
Bottling Quality Checker  
Visitor Attendant (advanced)  
Forklift Driver.

#### **LEVEL 4**

(a) *General*

An employee appointed to this level shall perform the 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:

Work under minimal supervision.

Exercise decision making/responsibility within their level of skill and training.

Demonstrate an awareness of general quality control standards with 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.

Provide on-the-job training and assist in assessing employees undertaking a structured training program to this level.

Service, adjust and check the calibration of equipment according to their level of skill and training, and advise of any additional maintenance required.

Demonstrate general housekeeping skills.

Demonstrate the 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 be able to effectively communicate instructions to other employees, and may be required to interpret technical data and prepare written reports.

(b) *Typical tasks include*

Performing the duties of Bottling Charge Hand

Performing the duties of Visitor Centre Coordinator

Operation of the clarification process/yeast plant

Monitoring and controlling the fermentation process

Operation of the chemical cleaning process.

(c) *Qualifications*

Senior First Aid Certificate where appropriate

Adequate knowledge of fermentation and yeast preparation

Advance Certificate in laboratory Techniques or equivalent

Complete an approved course in supervision where appropriate.

(d) *Indicative classifications*

Loft operator

Bottling Charge Hand

Visitor Centre Coordinator

Laboratory Analyst.

#### **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:

Work under minimal supervision.

Exercise discretion and decision making/responsibility within their level of skill and training.

Demonstrate knowledge of quality control standards and procedures and be responsible for the quality of own work, and may carry out quality checks on other employees.

Provide on-the-job training and assist in assessing employees undertaking a structured training program to this level.

Service, adjust, install and calibrate equipment according to their level of skill and training, and advise of any additional maintenance required.

Demonstrate general housekeeping skills.

Demonstrate 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*

Operating distillation columns  
Gas chromatograph use, calibration and maintenance.

(c) *Qualifications*

Associate Diploma in Applied Science food technology or equivalent  
Complete an approved course in supervision where appropriate  
Adequate knowledge of distillation processes  
Complete an approved course in gas chromatography.

(d) *Indicative Classifications*

Laboratory Technician  
Distiller.

**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:

Work unsupervised and may supervise other employees.  
Exercise discretion and decision making/responsibility within their level of skill and training.  
Demonstrate knowledge of quality control standards and procedures and be responsible for the quality of own work, and may carry out quality checks on other employees.  
Provide on-the-job training and assist in assessing employees undertaking a structured training program to this level.  
Service and adjust equipment according to their level of skill and training, and advise of any additional maintenance required.  
Demonstrate general housekeeping skills.  
Demonstrate 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, interpret technical data/drawings, and may be required to prepare written reports/sketches.

(b) *Typical tasks include*

Assisting in the operations of the production area  
Computer maintenance and software installation  
Preparing reports.

(c) *Qualifications*

Completion of an approved computing course  
Completion of an approved course in supervision.

(d) *Indicative classification*

Process Technician.

Dated 29 July 2003.

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

Operative Date: 29 September 2003