

QUEENSLAND INDUSTRIAL RELATIONS COMMISSION

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

BULK TERMINALS AWARD - STATE 2003

Following the Declaration of the General Ruling in the 2010 State Wage Case (matter numbers B/2010/20 and B/2010/21), the Bulk Terminals Award - State 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 Bulk Terminals Award - State 2003 as at 1 September 2010.

Dated 1 November 2010.

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

BULK TERMINALS AWARD - STATE 2003

PART 1 - APPLICATION AND OPERATION

1.1 Title

This Award is known as the Bulk Terminals Award - State 2003.

1.2 Arrangement

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1.3 Date of operation

This Award takes effect from 12 May 2003.

1.4 Definitions

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

1.4.2 "Commission" means the Queensland Industrial Relations Commission.

1.4.3 "Union" means The Australian Workers' Union of Employees, Queensland or The Electrical Trades Union of Employees of Australia, Queensland Branch.

1.5 Award coverage

This Award shall apply to Queensland Sugar Limited operated by the Bulk Terminals Organisation (hereinafter referred to as "BT"), its successors or assignees, howsoever owned and to the employees of Queensland Sugar Limited referred to as "Employees", its successors or assignees, howsoever owned and to the employees of Queensland Sugar Limited employed at the Bulk Sugar Terminals, and The Australian Workers' Union of Employees, Queensland, and The Electrical Trades Union of Employees of Australia, Queensland Branch (hereinafter referred to as the "Unions") whose members are employed on work at Bulk Sugar Terminals in or in connection with or incidental to Bulk Handling and shall not be limited to the following: the manufacture and/or handling and/or transport and/or loading and/or unloading and/or packaging of sugar, sugar derivatives and by-products howsoever packed, or any other commodity in bulk, or on work in or in connection with or incidental to the distribution of sugar, sugar derivatives, sugar by-products or any other commodity the terminals may handle from time to time.

1.6 Area of operation

This Award shall apply to all BT operations in the State of Queensland.

1.7 Parties bound

This Award is legally binding upon the employees as prescribed by clause 1.3 and BT, and The Australian Workers' Union of Employees, Queensland and The Electrical Trades Union of Employees of Australia, Queensland Branch and their 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 BT 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

3.1.1 Should any matter arise which gives concern to an employee, the matter shall be raised by the employee with the employee's immediate supervisor. Where the dispute concerns alleged action of the immediate supervisor, the employee/s may bypass this level in the procedure.

3.1.2 If the matter is not satisfactorily resolved, the employee shall request the supervisor to raise the matter with more senior management.

3.1.3 If the matter is not then satisfactorily resolved, the employee shall raise the matter with the Union delegate where appropriate who shall bring it to the attention of the employee's department head, who may choose to involve other BT representation. If the grievance or dispute involves allegations of unlawful discrimination by a supervisor, the employee/s and/or the Union representative may commence the procedure at clause 3.1.5.

- 3.1.4 If the matter is not then satisfactorily resolved, the Union (or a representative of the Branch Secretary) where appropriate will negotiate the issue with a representative of BT.
- 3.1.5 If the matter remains unresolved, it may be notified to the Commission.
- 3.1.6 Whilst the above procedure is being followed, work shall continue normally in accordance with this Award, providing such work is safe and not injurious to health.
- 3.1.7 No party shall be prejudiced as to a final settlement by the continuance of work in accordance with this Award.
- 3.1.8 A reasonable period of time shall be allowed for discussions at each level of authority.

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).

4.1.2 Subject to provisions contained elsewhere in clause 4.1, and in clause 4.12 (Redundancy), unless otherwise stated to the contrary - an employee may be terminated by one week's notice, by either party, given at any time or by payment or forfeiture of one week's pay at the ordinary time rate as the case may be.

4.1.3 Termination of employment in accordance with clause 4.1.2 shall not be harsh, unjust or unreasonable.

4.1.4 The employment of a casual employee may be terminated by the giving of one hour's notice by either party at any time.

4.1.5 Nothing in clause 4.1 shall affect the right of BT to dismiss an employee without notice for inefficiency, breach of safety requirements, neglect of duty or misconduct, and in such cases, wages will be paid up to the time of the dismissal only.

4.1.6 Certificate of employment

An employee upon termination of their services shall be provided with a certificate of employment on request.

4.2 Part-time employment

4.2.1 A part-time employee is one other than a casual employee engaged to perform hours less than those prescribed in clause 6.1 of this Award.

4.2.2 The following conditions shall apply to part-time employees:

- (a) The spread of ordinary working hours shall be the same as those prescribed for weekly employees performing similar duties.
- (b) The number of ordinary working hours in any one week shall not be less than 16 and shall not exceed 38.
- (c) The ordinary daily working hours shall be worked continuously, excluding meal breaks, and shall not be less than 4 or more than 8 hours per day.
- (d) Employees shall be paid an hourly rate equal to the appropriate weekly rate divided by 38.
- (e) Where appropriate, a part-time employee shall be entitled to a proportionate amount of the benefits of Part 7 of this Award and clause 4.12 of this Award.
- (f) In each instance the proportionate entitlement shall be determined by dividing the average number of hours worked each week by 38.

(g) Employees who work a minimum of 4 consecutive hours on any day shall be entitled to a rest pause of 15 minutes' duration without loss of pay. Employees who work 7.6 hours or more on any day shall be entitled to a rest pause of 15 minutes' duration without loss of pay in each half of their daily working hours. Such rest pauses shall be taken at such times as will not interfere with the continuity of work where continuity is in the opinion of the employer necessary.

4.2.3 Subject to the provisions contained in clause 4.2 all other provisions of the Award relevant to weekly employees shall apply to part-time employees.

4.3 Casual employment

4.3.1 A casual employee is one engaged and paid as such. A casual employee will be one engaged on an hourly basis and for working ordinary time will be paid a rate calculated in accordance with the following formula:

Weekly wage prescribed x 1.23 divided by 38.

4.3.2 A casual employee will not be entitled to the benefits of Part 7 of this Award nor to the benefits of clause 4.12 (Redundancy).

4.3.3 *Work carried out on a public holiday*

A casual employee required to work on a public holiday will be paid a rate calculated in accordance with the following formula:

Public holiday rate = weekly wage prescribed x 2.5 divided by 38.

4.4 Probationary period

4.4.1 BT may engage an employee other than a casual on probation for a period of not exceeding 3 months. During such probationary period the contract of employment may be terminated by:

(a) The employee, by the giving of 2 days' notice or the forfeiture of 2 days' pay in lieu of notice; or

(b) BT, by the payment of 2 days' pay in lieu of notice.

4.5 Fixed term employment

4.5.1 It is recognised from time to time to meet market demands, BT may need to engage employees on a fixed-term basis.

4.5.2 Without prejudicing any other rights of any party to this Award, BT may engage an employee under clause 4.5 for an initial term not to exceed 6 months, with an extension of employment not to exceed a further 6 months. Any further extension may be permitted by consultation with the Union concerned.

4.5.3 At the time of employment, such an employee will be advised in writing of the temporary nature of the employment.

4.5.4 An employee during a fixed-term employment period will not be entitled to the benefits of clause 4.12 (Redundancy). However, should employment be continued beyond that period, all continuous service will be recognised for the purpose of entitlements to Redundancy.

4.5.5 Notwithstanding the aforementioned, fixed-term employment may be terminated in the following manner:

- The employee, by the giving of 2 days' notice or the forfeiture of 2 days' pay in lieu of notice; or

- BT, by the payment of 2 days' pay in lieu of notice.

4.6 Abandonment of employment

4.6.1 The unauthorised absence of an employee from work for a continuous period exceeding 3 working days shall be *prima facie* evidence that the employee has abandoned employment.

4.6.2 Termination of employment by abandonment in accordance with clause 4.6 shall operate in accordance with clause 4.1 from the date of the last attendance at work or the last day's absence in respect of which consent was granted by BT, whichever is the later.

4.7 Employee to work as directed

- 4.7.1 BT may direct an employee to carry out such duties as are within the limits of the employee's skill, competence and training consistent with the wages structure of this Award provided that such duties are not designed to promote de-skilling.
- 4.7.2 BT may direct an employee to carry out such duties 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.
- 4.7.3 Any directions issued by BT pursuant to this subclause shall be consistent with BT and the employee's responsibility to provide a safe and healthy working environment.
- 4.7.4 The training of other employees in skills possessed by an employee shall be part of the scope of work of each employee.

4.8 Amendment to contract of employment

- 4.8.1 Notwithstanding anything contained within clauses 4.1 to 4.7 inclusive, the parties may reach agreement on any matter relating to the Contract of Employment and such agreement shall be recorded in the Memorandum of Understanding as well as in letters of appointment if required.

4.9 Stand-down

- 4.9.1 BT may stand-down any employee without pay on any day or part of any day on which the employee cannot be usefully employed because of the occurrence of anything for which BT is not responsible or over which BT has no control in accordance with the Act.

4.10 Agreements

- 4.10.1 From the operative date of this Award, agreements may be reached at the Terminal level, on any matter, between BT, the majority of the employees and/or the Secretary of the Union.
- 4.10.2 The parties shall not unreasonably oppose such agreements.
- 4.10.3 Such agreements will be incorporated in the Memorandum of Understanding.
- 4.10.4 The Memorandum of Understanding between all the parties is available upon request at each Terminal.
- 4.10.5 General Ruling Safety Net Adjustments are not applicable to this Award.

4.11 Anti-discrimination

- 4.11.1 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.
- 4.11.2 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.
- 4.11.3 Under the *Anti-Discrimination Act 1991* it is unlawful to victimise an employee because BT has made or may make or has been involved in a complaint of unlawful discrimination or harassment.
- 4.11.4 Nothing in clause 4.11 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, BT or registered organisation, pursuing matters of discrimination, including by application to the Human Rights and Equal Opportunity Commission/Anti-Discrimination Commission Queensland.

4.12 Redundancy

4.12.1 Discussions before termination

- (a) Where BT has made a definite decision that BT no longer requires 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, BT shall hold discussions to inform the employee directly affected and where relevant, the Union. Such discussions shall occur at least 6 months before any redundancies are affected. This period shall not be deemed as the notice period for the purposes of clause 4.12.4.
- (b) The discussions shall take place as soon as it is practicable after BT has made a definite decision, which will invoke the provisions of clause 4.12.1(a), and shall cover *inter alia*, the reasons for the proposed terminations, measures to avoid or minimise the terminations and measures to mitigate the adverse effects of any terminations of the employees concerned.
- (c) For the purpose of the discussion BT shall, as soon as practicable, provide in writing to the employees concerned and the Union, all relevant information about the proposed terminations including the reasons for the proposed terminations, the number of 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 BT shall not be required to disclose confidential information, the disclosure of which would be detrimental to its interests.

4.12.2 Time of during notice period

- (a) Where a decision has been made to terminate an employee in the circumstances outlined in clause 4.12.1(a), the employee shall be allowed up to 40 hours of paid time away from the job for the purpose of finding work and attending interviews.
- (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 BT, be required to produce proof of attendance at an interview or he or she shall not receive payment for the time absent. For this purpose a statutory declaration is sufficient.

4.12.3 Notice to CentreLink or an appropriate employment provider

Where a decision has been made to terminate the employment of employees in the circumstances outlined in clause 4.12.1(a), BT shall notify the provider thereof as soon as possible giving relevant information including a written statement of the reasons for the terminations, the number and categories of the employees likely to be affected and the period over which the terminations are intended to be carried out.

4.12.4 Severance pay

- (a) In lieu of the period of notice prescribed for ordinary termination in clause 4.1.2, and subject to further order of the Commission, an employee whose employment is terminated for reasons set out in clause 4.12.1(a) shall be entitled to the following amounts of severance pay:

Period of Continuous Service	Severance Pay
6 months or less	nil
Over 6 months	4 weeks' pay
Employees over 45 year of age	an additional 1 week's pay

- (b) For redundancies an additional service amount calculated at the rate of:
 - (i) For all employees with more than 12 months' service an additional amount of 2.5 weeks for each year of service to a maximum entitlement of 52 weeks.
 - (ii) For all employees with more than 12 months' service an amount of up to \$1,000 towards retraining at a recognised institution on the production of such invoices.
 - (iii) A service will be provided to assist employees in preparing job applications, CVs and the like.
 - (iv) Access to a financial planning adviser will be considered upon application from the employee.
 - (v) For employees at 45 years and over and/or having 10 years' continuous service at the date of redundancy shall be entitled to payment for all accrued sick leave.

(vi) Under 45 years of age with less than 10 years' continuous service at the date of redundancy employees shall be entitled to 50% payment of all accrued sick leave.

(vii) For employees with less than 7 years' service in lieu of the provisions contained in clauses 7.6 and 7.7 shall be entitled to the payment upon redundancy of the following:

- With more than one year of service but less than 7 years of service 32.9 hours of ordinary time for each year or *pro rata* as the case may be.
- With 7 years of service or more, 1.3 weeks for each year of service or *pro rata* as the case may be. All long service leave payments will be less any leave taken.

(c) The maximum payment under clause 4.12.4 shall not exceed 52 weeks of ordinary time pay excluding any accrued annual leave, sick leave, long service leave or the severance payment as set out in clause 4.12.4(a).

4.12.5 *Employee leaving during notice*

An employee whose employment is terminated for reasons set out in clause 4.12 may terminate their employment during the period of notice, and, if so, shall be entitled to the same benefits and payments under clause 4.12 had they remained with BT until the expiry of such notice:

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

4.12.6 *Alternative employment*

If mutually acceptable employment is found for redundant employee/s then the provisions of clause 4.12 shall not apply.

4.12.7 *Employees with less than 6 months' service*

Clause 4.12 shall not apply to employees with less than 6 months' continuous service and the general obligation on BT 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.

4.12.8 *Employees exempted*

Clause 4.12 shall not apply:

- (a) where employment is terminated as a consequence of clause 4.1.5 on the part of the employee;
- (b) to employees engaged for a specific period of time or for a specified task or tasks; or
- (c) to casual employees, seasonal employees or employees engaged by the day or hour.

4.12.9 *Incapacity to pay*

BT in a particular redundancy case may make application to the Commission to have the general severance pay prescription amended on the basis of BT's incapacity to pay.

4.13 Introduction of changes

4.13.1 *BT duty to notify:*

- (a) Where BT has made a definite decision to introduce major changes in production, programme, organisation, structure or technology that are likely to have significant effects on employees, BT shall notify employees who may be affected by proposed changes and also the relevant Union.
- (b) "Significant effects" include termination of employment, major changes in the composition, operation or size of the BT work force 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, such alteration shall be deemed not to have significant effect.

4.13.2 *Employers duty to discuss change:*

- (a) BT shall inform the employees affected and the Union *inter alia*, the introduction of the changes referred to in clause 4.13.1, the effects the changes are likely to have on employees and measures to avert or mitigate the adverse effects of such changes on employees.
- (b) The discussions shall commence as early as practicable after a definite decision has been made by BT to make the changes referred to in clause 4.13.1.
- (c) For the purpose of such discussion, BT shall provide in writing to the employees concerned and the Union 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 BT shall not be required to disclose confidential information, the disclosure of which would be detrimental to BT interests.

4.14 Trainees

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

4.15 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 Wages payable under this Award are shown in schedules attached to the Award as follows:

Schedule 1 - Employees of BT - Wages Operative	/7/92
Schedule 2 - Employees of BT - Wages Operative	/10/92
Schedule 3 - Employees of BT - Wages Operative	/7/93
Schedule 4 - Employees of BT - Wages Operative	9/1/95
Schedule 5 - Employees of BT - Wages Operative	8/1/96
Schedule 6 - Employees of BT - Wages Operative	6/1/97
Schedule 7 - Employees of BT - Wages Operative	5/1/98
Schedule 8 - Employees of BT - Wages Operative	4/1/99
Schedule 9 - Employees of BT - Wages Operative	3/1/00
Schedule 10 - Employees of BT - Wages Operative	1/1/01
Schedule 11 - Employees of BT - Wages Operative	1/1/02

5.1.2 Apprentices and Trainees shall be employed under the relevant State Awards such Awards shall have application save and accept to those clauses relating to:

Hours of work;
Overtime;
Sick leave;
Annual leave;

In these matters listed this Award shall have application.

5.1.3 Where Trainees may be engaged the employer shall notify the Union concerned as to the terms of engagement. Junior rates of pay, for administration employees, shall be paid only on the levels 1 and 2 rates as set out in the attached schedules. Such rates shall be paid on the following scale:

Up to and including 17 years of age	65%
At 18 years of age	75%
At age 19 years of age	85%
At 20 years of age	95%

5.1.4 Such rates shall only have application whilst on Levels 1 and 2 duties, where an employee attains the necessary skills to be reclassified to Level 3 or subsequent Levels then the appropriate rate shall have application irrespective of the age of the employee.

5.1.5 It is recognised by the parties that these Schedules of wages are subject to trial in the development of a single broad skills based wages structure which is being developed by the parties to this Award.

5.2 Aggregate wage for ordinary time

An employee by agreement with BT may sacrifice a portion of their ordinary time earnings to the recognised superannuation fund, this amount shall not affect the base rate for the computation of overtime, public holidays and any allowances based on such ordinary time earnings.

5.3 Payment of wages

BT shall pay wages fortnightly (or extended periods by agreement) to the employees concerned by bank transfer or by electronic funds transfer to an account nominated by the employee, where upon such transfer shall be without cost to the employee.

5.4 Allowances

5.4.1 Disability allowance

Included in the weekly wages prescribed in clause 5.1, employees are paid an all purpose disability allowance which shall be in full compensation for all disabilities associated with or incidental to the work covered by this Award and an amount for the working of shift work.

5.4.2 Travel allowance

- (a) An employee who is recalled or required to work away from the normal place of work and who uses a private motor vehicle or motor cycle to travel, shall be entitled to an allowance for the use of that vehicle. Other than recalls this allowance shall be paid for the distance travelled in excess of that which the employee would normally travel between the employee's usual place of residence and the usual place of employment.
- (b) Any employee recalled to work shall not be entitled to payment in excess of 30 kilometres for each way of travel to attend each such recall.
- (c) The payment for travel shall be as follows:

Motor cycle:	1 minute of the Level 5 rate per kilometre
Motor vehicle:	1.75 minutes of the Level 5 rate per kilometre

5.4.3 First aid allowance

The first aid allowance shall be 36 minutes of the Level 5 rate per week for the designated first aid attendants who are required to be the holder of a current appropriate first aid certificate.

5.4.4 Meals and meal allowance during overtime

An employee required to work overtime after the usual ceasing time shall, if entitled to a crib-break, be supplied by BT with a reasonable meal or be paid an allowance of 30 minutes based on the ordinary hourly Level 5 rate in lieu of that meal.

Where an employee has provided a meal because of prior advice of overtime work, and that overtime is not worked or ceases before the meal time, the employee shall be entitled to payment of 30 minutes based on the Level 5 ordinary rate, for each meal so provided.

5.4.5 Tool allowance

Tool allowance shall be paid at 48 minutes per week of the Level 5 rate to employees required to supply tools to perform the duties on which they have been trained.

5.4.6 Shift allowance

An employee engaged on raw or refined sugar receipt, raw sugar returns, Townsville molasses terminal receiving or for the receiving of other products, on a rostered afternoon or night shift shall be paid a shift allowance of \$1.75 per hour for rostered ordinary time hours that commence on or after 1400 hours and before 1600 hours. The entitlement to such shift allowance shall be for the duration of such shift. Such allowance shall not be paid in addition to any other penalty rate that is being applied except weekends, i.e. overtime, public holidays. All other employee howsoever engaged shall not receive a shift allowance.

5.4.7 Workplace co-ordinators allowance

When so directed employees shall be paid 4 hours of ordinary time at the Level 5 rate.

5.5 Occupational superannuation

- 5.5.1 Eligible employees (as defined) shall be entitled to occupational superannuation subject to the terms and conditions of clause 5.5.
- 5.5.2 (a) "Eligible employee" means an employee engaged on weekly hire under the terms and conditions of this Award..
- Notwithstanding the foregoing, employees engaged by BT for work experience, during university/TAFE/CAE (or other institutions of learning) vacation periods, shall not be regarded as employees for the purposes of this Award.
- (b) The "Plan" means the BT Sub plan of the MLC Corporate Master Plan in operation at the date of this Award.
- 5.5.3 (a) BT shall contribute to the Plan on behalf of an eligible employee an amount, in accordance with the requirements of the *Superannuation Guarantee (Administration) Act 1992*, of their respective ordinary time rate per week.
- (b) BT may suspend for the applicable period contributions made on behalf of an employee if the employee is absent from the workplace other than for annual leave, long service leave, public holidays, sick leave, workers' compensation or other authorised absences.
- (c) BT shall remit contributions on a monthly basis.
- 5.5.4 Eligible employees shall participate in the Plan for the establishment, administration, management or any other changes in connection with the Plan.
- 5.5.5 Those employees who have exercised their option in accordance with clause 7.2.1(c) for the term of their employment shall be entitled to an additional 2% over that set out in the Superannuation Guarantee Act.

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

6.1 Hours of work

6.1.1 Ordinary hours

Subject to exceptions provided elsewhere in this Award, the ordinary hours of work shall be worked on one of the following bases so as to average 38 hours each week:

- (a) 38 hours within a work cycle of 7 consecutive days; or
- (b) 76 hours within a work cycle of 14 consecutive days; or
- (c) 114 hours within a work cycle of 21 consecutive days; or
- (d) 152 hours within a work cycle of 28 consecutive days.

6.1.2 Day work

- (a) The ordinary hours of work for day work may be worked on any consecutive days in the week, or as per a roster, between 6:00 a.m. to 6:00 p.m. Monday to Sunday and/or any other agreed starting and ceasing time.
- (b) The ordinary hours of work prescribed herein shall be worked continuously, except for meal breaks and rest pauses, between 6:00 a.m. and 6:00 p.m. The spread of hours prescribed herein may be altered as to all or a section of employees provided there is agreement between BT and employees/Union concerned.
- (c) Ordinary hours worked on a Saturday up to 6 PM shall be paid at the rate of time and one half and for ordinary hours worked after 6 PM on Saturday and the ordinary hours worked on Sunday shall be at the rate of double time.
- (d) Any arrangement of hours which includes a Saturday or Sunday as ordinary hours shall be subject to agreement between BT and the employee/Union concerned, and be reflected in a roster.
- (e) The ordinary starting and finishing times of various groups of employees or individual employees, may be staggered.
- (f) The ordinary hours of work prescribed herein shall not exceed 12 hours on any day:

Provided that where the ordinary working hours are to exceed 10 on any day, the arrangement of hours shall be subject to the agreement of BT, the Union and the majority of employees concerned.

6.2 Rostered days or time off where 7.6 hours or more are worked

"Rostered day off" (RDO) means a day which appears on a roster in advance where an employee is granted a day off once per work cycle (e.g. once per month or once per fortnight).

- 6.2.1 For the purpose of determining a working week, rosters shall be displayed at least 2 weeks in advance other than for shipping.
- 6.2.2 Rostered time off wherever possible will be consecutive days.
- 6.2.3 Where an employee works 152 ordinary hours over 19 days in a 28 day cycle (day work provisions) the following provision shall apply:
 - (a) Where the rostered day off falls on a gazetted public holiday then such rostered day off shall be moved to either the day before or the day after the public holiday.
 - (b) For all other rosters when the public holiday occurs on rostered time off then a payment where work is not performed of 7.6 ordinary hours shall be made.
 - (c) These provisions do not apply where the public holiday occurs on a Saturday or Sunday and such days do not form part of the employee's ordinary time roster.
- 6.2.4 BT may require an employee to substitute the rostered day off for another day in the case of a break-down of machinery or failure or shortage of electric power, or to meet the requirements of the business (including the necessity to work shifts so as to provide continuity of operations) or some other situation.
- 6.2.5 An employee with the agreement of BT may substitute a rostered day off for another day within the same roster cycle.
- 6.2.6 When an employee is required to work in accordance with clause 6.2.4, the employee, where practicable shall be given a substitute day off before the next scheduled rostered time off becomes due or may accumulate the rostered day off in accordance with clause 6.2.7.
- 6.2.7 Notwithstanding any other provision of clause 6.2, BT and the employee may agree to accrue up to a maximum of 5 rostered days off. Where such agreement has been reached, the accrued off days shall be taken within the fiscal year in which they occurred. Consent to accrue off days shall not be unreasonably withheld by either party. For work performed on an off day that has not been deferred such shall be treated as overtime and paid accordingly.

6.3 Calculation of time

- 6.3.1 (a) BT shall select and utilise for timekeeping purposes a time period of 6 minutes and will apply such proportion in the calculation of the working time of an employee who, without reasonable cause, promptly communicated, reports for duty after the appointed starting time or ceases duty before the appointed finishing time.
- (b) BT shall adopt the same proportion for the calculation of overtime.
- (c) Unless stated to the contrary in a roster, a day shall be deemed to be 24 hours from midnight to midnight.
- (d) Employees are required to observe the nominated starting and finishing times for the work day, including designated breaks to maximise available working time. Preparation for work and cleaning up of the employee's person shall be in the employee's time.

6.4 Meal break, rest pauses - day work

- 6.4.1 (a) Except as provided elsewhere in clause 6.4, a meal break for a period of not less than 30 minutes shall be taken during the day and shall be unpaid. No employee shall be required to work for more than 6 hours without a break for a meal.
- (b) Where practicable, an employee will also be entitled to 2 rest pauses, each of not more than 15 minutes' duration without loss of pay during the working day, to be taken on the job at such time as to not interfere with the continuity of work where such continuity is necessary.
- (c) Notwithstanding clause 6.4.1(b) or 4.2.2 (g), the BT may require the employees to combine the rest pauses into

one 30 minute rest pause to be taken in the first part of the ordinary working day, with such 30 minute rest pause and the meal break arranged in such a way that the ordinary working day is broken into 3 approximately equal working periods.

- (d) All periods of ordinary time rostered in excess of 10 hours per day shall have a 30 minute meal break which shall count as time worked.

6.5 Shift work hours

Definitions:

- (a) "Day work" means one continuous period of work performed during the ordinary hours prescribed for day work.
- (b) "Shift work" means work carried out as per a roster with one or more shifts of employees in each 24 hours.
- (c) "Continuous shift work" means work performed on a roster based on 24 hours per day 7 days per week for a period of no less than 28 consecutive days.

6.5.1 Continuous

- (a) The ordinary hours of work for shift workers shall be in accordance with rosters agreed between BT, the employees concerned and the Branch Secretary of the Union.

6.5.2 Weekend payments for continuous work

- (a) An employee who works on a continuous process (ie. where the process continues over 24 hours of each of 7 days a week) shall be paid for ordinary hours worked on weekends as follows:
 - (i) midnight Friday to midnight Saturday - one and a half (1 1/2) times the aggregate ordinary time rate; and
 - (ii) midnight Saturday to midnight Sunday - double (2) the aggregate ordinary time rate.

6.5.3 Non-continuous

- (a) The ordinary hours for non-continuous shift operations shall be Monday to Sunday. All ordinary hours worked between midnight Sunday to midnight Friday shall be paid single time; between midnight Friday and 6 p.m. Saturday at the rate of time and a half ; and between 6 p.m. Saturday and midnight Sunday at the rate of double time. Where the ordinary starting or ceasing time occurs up to one hour before or after midnight the shift shall be deemed to fall on the day where the majority of the hours fall. Employees engaged in loading/unloading/receiving or maintenance shall work shift work when required.
- (b) Any employee may be transferred from day work to shift work or from shift work to day work without any additional remuneration:

Provided that such transfers shall be made for work in connection with terminal operations. The posting of details on the notice board 8 hours prior to commencement giving names, times, etc. is to be regarded as adequate notice.
- (c) Where possible employees shall be allowed at least 8 hours break between the end of one period of work and the commencement of another. Where an employee does not get 8 hours break between the end of one period of work and the beginning of the next, they shall be paid at overtime rates until they do get 8 hours break. Where the arrangements of working times or breaks result in less than 8 hours ordinary time on any one day, the employee shall nevertheless be paid for what their ordinary rostered hours would have been.
- (d) Notwithstanding clause 6.5.3(c) where employees rostered hours exceed 10 on any one day they shall be allowed at least 10 hours break before resuming work, or payment made at overtime rates until such break has occurred or ordinary time shall be paid so as to enable the employee to take such break during their normal ordinary work period.
- (e) Any arrangement of hours which includes a Saturday or Sunday as ordinary hours shall be subject to agreement between BT, the employees concerned and the Union concerned and be reflected in a roster:
 - (i) Notwithstanding anything contained elsewhere in clause 6.5.3, BT and the Unions concerned may enter into arrangements for all types of work or work scheduling, including 12 hour shifts;
 - (ii) BT and the employees concerned being guided by the occupational health and safety provisions of the agreed code of conduct on 12 hour shifts;

- (iii) Proper health monitoring procedures being introduced;
- (iv) Suitable roster arrangements being made; and
- (v) Proper supervision being provided.

6.6 Crib breaks, rest pauses

- 6.6.1 (a) A shift worker shall be allowed a 30 minute paid crib break to be taken during the shift at a time coordinated by the supervisor. Such crib break will be taken at a time so as to not interfere with the continuity of work.
- (b) Where practicable, a shift worker will be entitled to take without loss of pay 2 rest pauses each of not more than 15 minutes' duration during each shift to be taken on the job at such time as to not interfere with the continuity of work.
- (c) By direction, the supervisor may require the rest and crib break be combined, provided the combined time for breaks is not less than 60 minutes.
- (d) In the event that the need for continuity of work does require a shift worker to forego one or both rest pauses, the additional time worked shall be paid at a rate of double ordinary time.
- (e) Where 12 hour shifts are worked an employee shall be allowed an additional 30 minutes paid break.

6.7 Overtime

- 6.7.1 (a) All hours worked outside or in excess of an employees ordinary hours/roster shall be deemed overtime and paid at double ordinary time.
- (b) When so required by BT, an employee shall work a reasonable amount of overtime.
- (c) Assignment of overtime shall be based on specific work requirements.
- (d) In calculating overtime worked, each day's work shall stand alone except that work extending beyond midnight shall be deemed to be work of the day on which the overtime commenced.

6.7.2 Crib or meal breaks

- (a) Employees who are required to commence work before or after their normal ordinary time shall be entitled to a 30 minute paid crib break in circumstances where the employee commences 2 hours before their normal start, or work continues for 2 hours beyond their normal ceasing time, or one hour beyond 6:00 p.m.
- (b) Where the employee continues to work on overtime, then after a further period of 4 hours work, the employee shall be allowed 45 minutes for crib, however, should an employee so elect, a period of 30 minutes for cribs may be substituted. No deduction of pay shall be made in respect of any such crib or meal breaks.

6.7.3 Rest period after overtime for all employees

- (a) When overtime work is necessary, it shall wherever reasonably practicable be so arranged that an employee has 8 consecutive hours off duty between work on the successive days.
- (b) Except as provided in clauses 6.7.3(c) and 6.7.3(d), an employee who works so much overtime that an employee does not have at least 8 consecutive hours off duty between the completion of ordinary time work on one day and the commencement of ordinary time work on the next day shall, subject to clause 6.7.3, be released after the completion of overtime work until 8 consecutive hours off duty have been taken. Any absence during ordinary time for the purpose of taking this 8 hour break shall be without loss of pay.
- (c) If on the instructions of BT such an employee resumes or continues work without having had 8 consecutive hours off duty, the employee shall be paid double time until released from duty for such period.

The provisions contained in clause 6.7.3(b), shall apply to an employee recalled to work overtime whether on one or more occasions whose total work time exceeds 2 hours in the 6 hours immediately preceding their normal commencing time.

6.7.4 Recall to work

- (a) Except as provided in clause 6.7.4(c), an employee recalled to work overtime on any day other than a public

holiday, after leaving BT premises shall be paid for a minimum of 4 hours at double their ordinary time 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 4 hours if the job the employee was recalled to perform is completed within a shorter period.

- (b) An unforeseen circumstance would include, but not be limited to a further breakdown of equipment after an employee has been recalled and before the employee has left the BT premises.
- (c) Clause 6.7.4(a) shall not apply:
 - (i) In cases where it is customary for an employee to return to BT premises for periods to perform a specific job outside the ordinary hours of the employee, or
 - (ii) Where the overtime is continuous (subject to a meal break where appropriate) with the commencement of ordinary working time.

6.7.5 *Emergency work*

Employees called out on emergency work shall be entitled to payment for such work from the time of leaving home to commence that work until they return home from such work, but they must return home within a reasonable time, and payment shall be calculated accordingly, but such payment shall not be less than 3 hours at ordinary wages.

6.8 Time off in lieu of payment for overtime

- 6.8.1 (a) An employee may elect, with the consent of the employer, to take time off in lieu of payment for overtime at a time or times agreed with the employer to discharge a responsibility to care for or support a person nominated in clause 7.10.2(d) whether sick or not.
- (b) Overtime taken as time off during ordinary hours shall be taken at the ordinary time rate, that is an hour for each hour worked.
- (c) An employer shall, if requested by an employee, provide payment, at the rate provided for the payment of overtime in the Award, for any overtime worked under clause 6.8.1(a), where such time has not been taken within 4 weeks of accrual and requested by the employee.
- (d) Clause 6.8 does not limit or detract from any provision in an Award or Industrial Agreement dealing with time off in lieu of overtime which existed on or before 23 May 1995.

6.9 Make up time

An employee may elect, with the consent of BT, to "make-up time", under which the employee takes time off ordinary hours, and works those hours at a later time, during the spread of ordinary hours provided in the Award, at ordinary rates.

PART 7 - LEAVE OF ABSENCE AND PUBLIC HOLIDAYS

7.1 Annual leave

7.1.1 Every employee (other than a casual employee) shall at the end of each year of employment be entitled to annual leave on full pay as follows:

- (a) Not less than 5 weeks or a *pro rata* period if employed on continuous shift where 24 hours per day are worked over a period of 7 days per week or where contained within a roster.
- (b) No 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 7.2 shall be paid for by BT in advance:

- (a) In the case of an employee who immediately before taking such leave is in receipt of ordinary pay at a rate in excess of the ordinary rate payable under the Award at that rate of such ordinary pay.
- (b) In the case of any other employee, at the ordinary rate payable to the employee under the Award immediately before such leave is taken.

7.1.3 If the employment of an employee is terminated at the expiration of a full year of employment, BT shall be deemed to have given the annual leave to the employee from the date of termination of the employment and shall forthwith

pay to the employee in addition to all other amounts due to the employee, payment calculated in accordance with clause 7.2, for 4 or 5 weeks as the case may be and also ordinary pay of 7.6 hours for any public holiday occurring during such period of 4 or 5 weeks.

7.1.4 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 ordinary pay for the period of employment of an employee to whom clause 7.1.1(a) applies, and 1/12th of the employee's ordinary pay for the period of their employment for an employee to whom clause 7.1.1(b) applies, calculated in accordance with clause 7.2.

7.1.5 In calculating a year of employment for the purposes of clause 7.1:

(a) Any period during which an employee has been absent on leave without pay granted by BT shall not be taken into account.

(b) A period during which an employee has been absent without pay and without BT authority, other than a period of absence not exceeding 3 months on account of illness or injury certified to by a legally qualified medical practitioner shall not be taken into account.

7.1.6 Where BT and the employee agree, annual leave may be taken wholly or partially in advance before the employee becomes entitled to annual leave.

7.1.7 An employee who has taken in advance the whole of the annual leave that would be due at the end of the year of employment, shall not be entitled to any further annual leave at the end of that year of employment.

7.1.8 An employee who has taken in advance part of the annual leave that would be due at the end of a year of employment shall become entitled at the end of that year of employment to the part of the annual leave not already taken.

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

7.1.10 Except as provided elsewhere in clause 7.1, it shall not be lawful for BT to give or for an employee to receive payment in lieu of annual leave.

7.1.11 If a holiday mentioned in clause 7.11 falls on a day on which a shift worker is rostered off, that shift worker shall be paid for such holiday at ordinary rates.

7.1.12 Notwithstanding the provision of clause 7.1, an employee may elect, with the consent of BT, to take annual leave not exceeding 5 days in any calendar year at a time or times agreed between the parties.

7.1.13 Access to annual leave, as prescribed in clause 7.1.12 shall be exclusive of any shutdown period provided for elsewhere under this Award.

7.1.14 An employee and BT may agree to defer payment of the annual leave loading in respect of single day absences, until at least 5 consecutive annual leave days are taken.

7.2 Calculation of annual leave pay

7.2.1 In respect to annual leave entitlement to which clause 7.2 applies, annual leave pay (including any proportionate payments) shall be calculated as follows:

(a) Shift workers - Subject to clause 7.2.1(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 7.2.1(d), in no case shall the payment by BT to an employee be less than the sum of the following amounts:

(i) The employee's ordinary wage rate as prescribed by clause 5.1 for the period of the annual leave (excluding weekend penalty rates).

(ii) Where such roster does not pay 25% over the ordinary time earnings then clause 7.2.1(iii) shall apply.

(iii) A further amount calculated at the rate of 25% of the amounts referred to in clause 7.2.1(b)(i).

(c) In lieu of 5 "Travel Days" per annum: the employee in consultation with the BT, may exercise their option to convert the 5 Travel Days to an additional 2% employer's superannuation contribution for the term of their

employment as per clause 5.5.5.

(d) The provisions of clauses 7.2.1 (b) (i), (ii), (iii) 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 24 hours per day are worked over a period of 7 days per week or as signified in a roster.
- 4 weeks in any other case.

(e) Employees on termination shall be paid an additional amount equal to 25% of the ordinary time rate for accrued leave or their roster whichever is the greater.

7.2.2 Illness during annual leave

(a) An employee who suffers personal illness of 3 or more working days during a period of annual leave may apply to have such a period regarded as sick leave. In such a case an equivalent period may be added to the employee's annual leave or arranged to be taken at a mutually agreed time before the next entitlement to annual leave falls due.

(b) To qualify for such sick leave the employee shall provide to BT a certificate from a duly qualified medical practitioner verifying the illness, and notify BT as soon as practicable of the illness and of the intention to apply for sick leave. Such notification shall be made promptly and where practicable before the employee's return to work.

7.3 Jury service

7.3.1 An employee, other than a casual employee, who has completed 3 months' continuous service and who is required to attend for jury service during ordinary hours, shall notify BT as soon as practicable of the dates on which the employee is required to attend at Court.

7.3.2 Subject to the employee furnishing BT with satisfactory proof of the duration of the attendance for jury service, and the amount paid to the employee by the Court for such attendance, BT shall pay to the employee an amount equal to the difference between the payment made to the employee by the Court and the payment the employee would have received for ordinary hours had the employee not been absent on jury service.

7.4 Sick leave

7.4.1 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.

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

7.4.2 Employee must give notice

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

7.4.3 Evidence supporting a claim

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

7.4.4 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 BT;
- (b) BT 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 BT without having been employed in the interim.

The employees accumulates sick leave entitlements whilst absent from work on paid leave granted by BT.

7.4.5 *Workers' compensation*

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

7.5 Bereavement leave

7.5.1 *Full-time and part-time employees*

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 3 ordinary days of work. Proof of such death is to be furnished by the employee to the satisfaction of BT.

7.5.2 *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 BT, on a regular and systematic basis, for several periods of employment during a period of at least one year immediately before the employee seeks to access an entitlement under clause 7.5.2.

7.5.3 "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.

7.5.4 *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.

7.5.5 Provided the 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 Australia of an employee's spouse, father or mother, and where such employee travels outside of Australia to attend the funeral.

7.6 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 save and except those provisions relating to quantum of leave.

7.7 Quantum of leave

- 7.7.1 (a) Long service leave shall be due at the rate of 13 weeks after 10 years of continuous service, and a *pro rata* amount after 7 years of continuous service.
- (b) Accumulated long service leave entitlements due to an employee at the date of this Award shall be as set out in the letter of understanding between the BT, the Unions and the employees concerned.
- (c) The entitlement of an employee taking long service leave shall be debited at the rate of 38 hours each week

for the time the employee was rostered to work during the period taken as long service leave.

7.8 Leave in advance

- 7.8.1 (a) Proportionate long service leave which would normally be due to an employee on termination of employment after 9.1 weeks have been accrued, but less than the required 13 weeks accrued, in accordance with the relevant section of the Act, may by agreement with BT be taken as long service leave by the employee without the employee terminating employment with BT.
- (b) An employee who takes long service leave in advance in accordance with the relevant provision of the Act and whose employment is terminated for any reason, including death, shall have the entitlement to long service leave on termination reduced by that portion of advance long service leave which has been taken.
- (c) Payment for the period of long service leave in advance shall be calculated in accordance with the provisions of the relevant section of the Act.

7.9 Time of taking long service leave

- 7.9.1 (a) Long service leave shall be taken at a time mutually agreed between the employee and BT as soon as practicable but within 3 years of it falling due and with not less than one calendar month of notice from one party to the other. In exceptional circumstances this notice may be less by mutual consent.
- (b) Long service leave may be taken in one, 2 or 3 parts, the minimum period shall be 4 weeks or a period agreed between the BT and the employee concerned.

7.10 Family leave

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

7.10.1 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.

7.10.2 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.

7.11 Public holidays

7.11.1 Except as provided in clause 7.11.2, an employee other than a casual employee shall be entitled to a holiday without deduction of pay on any day gazetted as a public holiday under the *Holidays Act 1983* in the district in which the employee works for the following days:

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

7.11.2 Where an employee is required to work on a public holiday and the employee does not report for work as required, without reasonable cause (proof whereof shall lie upon the employee) the employee shall not be entitled to payment for the public holiday.

7.11.3 All employees, shall for all time worked on a public holiday be paid at the rate of double time and a-half .

For the purposes of clause 7.11 where the rate of wages is a weekly rate, "double time and a-half" means one and one-half days' wages in addition to the prescribed weekly rate or *pro rata* if there is more or less than a day.

An employee required to report for work on a public holiday will be paid for a minimum period of 4 hours.

7.11.4 Any employee, with 2 weeks or more of continuous service, whose employment has been terminated by BT or who has been stood down by BT during the month of December, and who is re-employed in January of the following year, shall be entitled to payment for the public holidays of Christmas Day, Boxing Day and New Year's Day.

By agreement between BT and a majority of the employees in a section/area another day may be substituted for a public holiday such agreement shall be in writing.

7.11.5 In the event of an employee being required to work on a substituted day the employee shall be paid at the rate applicable for work on the public holiday which has been substituted.

7.11.6 Clauses 7.11.4 and 7.11.5 shall not be construed to confer on an employee of BT an entitlement to a paid holiday or payment for work on that holiday on more than one occasion for each public holiday in each calendar year.

7.11.7 When a public holiday falls on an employee's day/s off (including rostered day off) and where work is not performed by the employee payment of 7.6 ordinary hours shall be made.

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

8.1 Travel time

An employee required by BT to report at a site other than the usual place of employment to commence work or undertake training at the usual starting time, shall be entitled to payment of travelling time at the ordinary time rate of pay for the time reasonably spent in excess of that which the employee would normally spend in travelling between the usual place of residence and the usual place of employment.

PART 9 - TRAINING AND RELATED MATTERS

9.1 Training

9.1.1 Following consultation with its employees, BT shall develop a training policy and programme consistent with:

- (a) the current and future skill needs of the terminals;
- (b) the size, structure and the nature of the operations of the terminals; and
- (c) the need to develop vocational skills relevant to the terminals through courses conducted by appropriate educational institutions and training providers.

9.2 Training development programme

9.2.1 General

- (a) BT is committed to the development and implementation of training programmes to extend the skills of employees.
- (b) Employees will be given the opportunity to participate in the programme subject to BT requirements and through such participation in the programme permit the advance through the skill levels and gain additional remuneration.
- (c) The programme will be monitored by BT to ensure that it is effective and acceptable to the employees. Progression through the programme shall be planned to give employees the maximum opportunity. However, such progression may be constrained by terminal requirements, training resources, the availability of equipment and safety factors.
- (d) Employees involved in the programme will be required to assist in the training of other employees at lower levels than themselves.

9.2.2 Definitions

- (a) "Matrix" refers to the training matrix of the Training Development Programme. The matrix sets out the courses in the Training Development Programme, the modules in each course and the value that may be earned by the

successful completion of modules in each course.

- (b) "Course" refers to a course of training related to a particular piece of plant or equipment, a skill, a process or a system. Each course may consist of one or more modules.
- (c) "Module" refers to a component of a course. Each module will address the training needs of an aspect of the course and may require classroom and/or on the job training and experience. Points are awarded for the successful completion of each module, in accordance with the points set out in the matrix.

9.2.3 *Evaluation and the awarding of skills*

- (a) BT shall keep a register for each employee, containing details of the training undertaken, and the skills awarded to the employee in accordance with the Training Development Programme. This record will be available to each employee for examination.
- (b) After the completion of the training in a module the employee shall be assessed for proficiency, according to pre-established criteria. If the criteria laid out in the manual, for the module/s is achieved by the employee, the employee shall be deemed to have successfully completed the module and shall be certified as such. Any dispute in relation to assessment shall be referred to the Consultative Committee.
- (c) An employee shall be awarded skills in accordance with the matrix, after the successful completion of a module/s.

9.2.4 *Changes to the Matrix*

- (a) From time to time it may be necessary to change the number of points/evaluation awarded for a module, or to add or delete courses.
- (b) BT shall not delete a module or change the number of points/evaluation awarded for a module, without consultation with the Union.

9.2.5 *Mandatory training*

- (a) While the Training Development Programme is primarily a voluntary programme, there is a mandatory course, which is the BT Induction Course.
- (b) In addition, some courses or modules may be required to be successfully completed before an employee can progress to a higher level, or there may be prerequisites for an employee to undertake another course or module, before progressing.

9.3 Various costs associated with training

- 9.3.1 (a) Where, as a result of consultation, it is agreed by BT that additional training in accordance with the programme developed as set out in this Award should be undertaken by an employee, that training may be undertaken either on or off the job: Provided that if the training is undertaken during ordinary working hours the employee concerned shall not suffer any loss of pay. BT shall not unreasonably withhold such paid training leave. No payment shall be made for training undertaken outside the employee's ordinary hours unless previously agreed to, in all cases no payment shall be in excess of the employees ordinary time rate.
- (b) Any costs associated with standard fees for prescribed courses and textbooks (excluding those textbooks which are available in BT technical library) incurred in connection with the undertaking of training shall be reimbursed by BT upon production of evidence of such expenditure and subject to the presentation of reports of satisfactory progress and that such books are considered the property of the company.
- (c) normally incurred in travelling to and from work shall be reimbursed by BT upon production of evidence of such expenditure and subject to the presentation of reports of satisfactory progress.

9.3.2 Clause 9.3 shall operate as interim provisions and shall be reviewed after 12 months operation.

9.3.3 Any disputes arising in relation to this clause shall be subject to the provisions of clause 3.1.

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 BT 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 BT 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 BT, 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 BT 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 BT must keep the record for 6 years.

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

11.3 Union encouragement

Preamble

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

11.3.1 *Documentation to be provided by employer*

At the point of engagement, BT 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 BT in a place readily accessible by each employee.

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

11.3.2 *Union delegates*

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

(b) BT 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, BT is encouraged to provide facilities for the deduction and remittance of Union fees for employees who signify in writing to BT their desire to have such membership fees deducted from their wages.

11.4 Posting of award

A copy of this Award shall be displayed in a conspicuous place at BT premises so as to be easily read by employees.

SCHEDULE 1

(1) (a) Wages payable under this Award are shown as follows:

Competency Level	Southern District Per Week \$	Points Required
1	413.60	0-50
2	440.30	51-200
3	466.40	201-350
4	493.70	351-500
5	520.40	501-650
6	547.00	651-800
7	573.70	801-950
8	600.40	951-1100

(b) *Divisional and District Parties* - Employees employed outside the Eastern District of the Southern Division shall be paid the following amounts in addition to the rates of wages prescribed by this Schedule for employees employed within that District:

	Adults Per Week \$
Central District	0.90
Northern District	1.05

SCHEDULE 2

Competency Level	Weekly Rate (Excludes Parity) \$	Points Required
1	426.00	0-50
2	453.50	51-200
3	480.40	201-350
4	508.50	351-500
5	536.00	501-650
6	563.40	651-800
7	590.90	801-950
8	618.40	951-1,100

SCHEDULE 3

Competency Level	Weekly Rate (Excludes Parity) \$	Points Required
1	438.40	0-50
2	466.70	51-200
3	494.40	201-350
4	523.30	351-500
5	551.60	501-650

6	579.80	651-800
7	608.10	801-950
8	636.40	951-1,100

SCHEDULE 4

BULK TERMINALS WAGE RATES

Operative 17 April 1995 with ex-gratia payment as from 9 January 1995

First increase of 6% in wages following renegotiation of EBA

Employees - Bulk Terminals Award - State & Bulk Terminals (Enterprise Bargaining) Certified Agreement

Competency Level	Points Required	Southern District Per Week \$
1	0-50	464.70
2	51-200	494.70
3	201-350	524.10
4	351-500	524.70
5	501-650	584.70
6	651-800	614.60
7	801-950	644.60
8	951-1100	674.60

Apprentices

Employed prior to original EBA (Based on L6)

1st year	(40%)	245.80
2nd year	(55%)	338.00
3rd year	(75%)	460.95
4th year	(90%)	553.10

Apprentices

Employed after original EBA (Based on L5)

1st year	(40%)	233.90
2nd year	(55%)	321.60
3rd year	(75%)	438.50
4th year	(90%)	526.20

SCHEDULE 5

BULK TERMINALS WAGE RATES

Operative 8 January 1996

Second increase of 3.8% in wages following renegotiation of EBA ENTERPRISE BARGAINING Unit

Employees - Bulk Terminals Award - State & Bulk Terminals (Enterprise Bargaining) Certified Agreement

Competency Level	Points Required	Southern District Per Week \$
1	0-50	482.40
2	51-200	513.50
3	201-350	544.00
4	351-500	575.80
5	501-650	606.90
6	651-800	637.90
7	801-950	669.10
8	951-1100	700.20

Apprentices

Employed prior to original EBA (Based on L6)

1st year	(40%)	255.20
2nd year	(55%)	350.80
3rd year	(75%)	478.40
4th year	(90%)	574.10

Apprentices

Employed after original EBA (Based on L5)

1st year	(40%)	242.80
2nd year	(55%)	333.80
3rd year	(75%)	455.20
4th year	(90%)	546.20

SCHEDULE 6

BULK TERMINALS WAGE RATES

Operative 6 January 1997

First increase of 9% in wages following renegotiation of EBA

Employees - Bulk Terminals Award - State and Bulk Terminals (Enterprise Bargaining) Certified Agreement

Competency Level	Southern District Per Week \$	Central District Per Week \$	Northern District Per Week \$
1	529.20	530.10	530.25
2	562.30	563.20	563.35
3	595.40	596.30	596.45
4	628.40	629.30	629.45
5	661.50	662.40	662.55
6	694.60	695.50	695.65
7	727.70	728.60	728.75
8	760.70	761.60	761.75

Apprentices

Employed prior to original EBA (Based on L6)

BULK TERMINALS WAGE RATES

Operative 6 January 1997

First increase of 9% in wages following renegotiations of EBA

Employees - Bulk Terminals Award - State and Bulk Terminals (Enterprise Bargaining) Certified Agreement

Competency Level		Southern District Per Week \$	Central District Per Week \$	Northern District Per Week \$
1st Year	40%	277.80	278.70	278.85
2nd Year	55%	382.00	382.90	383.05
3rd Year	75%	520.95	521.85	522.00
4th Year	90%	625.10	626.00	626.15

Apprentices

Employed after original EBA (Based on L5)

1st Year	40%	264.60	265.50	264.65
2nd Year	55%	363.80	364.70	364.85
3rd Year	75%	496.10	497.00	497.15
4th Year	90%	595.35	596.25	596.40

SCHEDULE 7

BULK TERMINALS WAGE RATES

Operative 5 January 1998

Second increase of 5% in wages following renegotiation of EBA

Employees - Bulk Terminals Award - State and Bulk Terminals (Enterprise Bargaining) Certified Agreement

Competency Level	Southern District Per Week \$	Central District Per Week \$	Northern District Per Week \$
1	557.70	556.60	556.75
2	590.40	591.30	591.45
3	625.10	626.00	626.15
4	659.90	660.80	660.95
5	694.60	695.50	695.65
6	729.30	730.20	730.35
7	764.10	765.00	765.15
8	798.80	799.70	799.85

Apprentices

Employed prior to original EBA (Based on L5)

1st Year	40%	277.80	278.70	278.85
2nd Year	55%	382.00	382.90	383.05
3rd Year	75%	520.95	521.85	522.00
4th Year	90%	625.10	626.00	626.15

SCHEDULE 8

BULK TERMINALS WAGE RATES

Operative 4 January 1999

Third increase of 5% in wages following renegotiation of EBA

Employees - Bulk Terminals Award - State and Bulk Terminals (Enterprise Bargaining) Certified Agreement

Competency Level	Southern District Per Week \$	Central District Per Week \$	Northern District Per Week \$
1	583.40	584.30	584.45
2	619.90	620.80	620.95
3	656.40	657.30	657.45
4	692.80	693.70	693.85
5	729.30	730.20	730.35
6	765.80	766.70	766.85
7	802.20	803.10	803.25
8	838.70	839.60	839.75

Apprentices

Employed prior to original EBA (Based on L5)

1st Year	40%	291.70	292.60	292.75
2nd Year	55%	401.10	402.00	402.15
3rd Year	75%	547.00	547.90	548.05
4th Year	90%	656.40	657.30	657.45

SCHEDULE 9

BULK TERMINALS WAGE RATES

Operative 3 January 2000

Fourth increase of 5% in wages following renegotiation of EBA

Employees - Bulk Terminals Award - State and Bulk Terminals (Enterprise Bargaining) Certified Agreement

Competency Level	Southern District Per Week \$	Central District Per Week \$	Northern District Per Week \$
1	612.60	613.50	613.65
2	650.90	651.80	651.95
3	689.20	690.10	690.25
4	727.50	728.40	728.55
5	765.80	766.70	766.85
6	804.10	805.00	805.15
7	842.40	843.30	843.45
8	880.70	881.60	881.75

Apprentices

Employed prior to original EBA (Based on L5)

1st Year	40%	306.30	307.20	307.35
2nd Year	55%	421.20	422.10	422.25
3rd Year	75%	574.40	575.30	575.45
4th Year	90%	689.20	690.10	690.25

SCHEDULE 10

BULK TERMINALS WAGES RATES

Operative January 2001

2% increase in wages following renegotiation of EBA

Employee - Bulk Terminals Award - State and Bulk Terminal (Enterprise Bargaining) Certified Agreement

Competency Level	Southern District Per Week \$	Central District Per Week \$	Northern District Per Week \$
1	624.90	625.80	625.95
2	663.90	664.80	664.95
3	703.00	703.90	704.05
4	742.10	743.00	743.15
5	781.10	782.00	782.15
6	820.20	821.10	821.25
7	859.20	860.10	860.25
8	898.30	899.20	899.35

Apprentices - are engaged through Group Training Australia and their wage is based on the *Engineering Award - State*.

SCHEDULE 11

BULK TERMINALS WAGES RATES

Operative 2 January 2002

2% increase in wages following renegotiation of EBA

Employee - Bulk Terminals Award - State and Bulk Terminal (Enterprise Bargaining) Certified Agreement

An Aggregate of the following rates of pay shall apply to all employees who have reached agreement with their employer.

Competency Level	Southern District Per Week \$	Central District Per Week \$	Northern District Per Week \$
1	637.40	638.30	638.45
2	677.20	678.10	678.25
3	717.00	717.90	718.05
4	756.90	757.80	757.95
5	796.70	797.60	797.75
6	836.50	837.40	837.55
7	876.40	877.30	877.45
8	916.20	917.40	917.25

Apprentices - The following rates of pay for apprentices shall be inclusive of all District Allowances, Travel Days and Shift Allowance unless specified elsewhere.

Year	Per week \$
1st	233.30
2nd	320.90
3rd	437.50
4th	525.00

Dated 13 March 2003.

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

Operative Date: 12 May 2003