

QUEENSLAND INDUSTRIAL RELATIONS COMMISSION

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

**BUREAU OF SUGAR EXPERIMENT STATIONS FIELD SECTOR  
EMPLOYEES' 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 Bureau of Sugar Experiment Stations Field Sector Employees' 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 Bureau of Sugar Experiment Stations Field Sector Employees' Award - State 2003 as at 1 September 2010.

Dated 1 November 2010.

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

**BUREAU OF SUGAR EXPERIMENT STATIONS FIELD SECTOR  
EMPLOYEES' AWARD - STATE 2003**

**PART 1 - APPLICATION AND OPERATION**

**1.1 Title**

This Award is known as the Bureau of Sugar Experiment Stations Field Sector Employees' Award - State 2003.

**1.2 Arrangement**

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### 1.3 Date of operation

This Award takes effect from 18 August 2003.

### 1.4 Coverage

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

### 1.5 Area of operation

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

### 1.5.1 *Southern District*

All that portion of the State of Queensland south of the Tropic of Capricorn.

### 1.5.2 *Central District*

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

### 1.5.3 *Northern District*

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

## **1.6 Definitions**

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

1.6.2 "Authorised Industrial Officer" means for the purposes of clause 11.1, 11.2 and clause 5.5 (Occupational Superannuation) an authorised Industrial Officer as defined in the Act.

1.6.3 "Cane Harvesting Career-Path Stream" means the specialised Career-Path for employees engaged in operating or on any duties in connection with the operation of any sugar cane harvester.

1.6.4 "Cane Harvesting Inductee/Trainee" means an employee who is engaged in accordance with the provisions for an Inductee/Trainee as prescribed by clause 4.10.2 and is an employee who has worked at the level of either a Cultivation/Cane Production Employee Grade 1 or a Cane Haulage Employee Grade 1, and is completing an initial phase of probationary employment and on-the-job training prior to being employed as a Cane Harvesting Employee Grade 1.

1.6.5 "Cane Haulage Career-path Stream" means the specialised Career-path for employees engaged in operating sugar cane to any delivery point as determined

1.6.6 "Cane Haulage Inductee/Trainee" means an employee who is engaged in accordance with the provisions for an Inductee/Trainee as prescribed by clause 4.10.2 and is an employee regarded as a new starter with little or no cane haulage skills and is completing an initial phase of probationary employment and on-the-job training prior to being employed as a Cane Haulage Employee Grade 1.

1.6.7 "Commission" means the Queensland Industrial Relations Commission.

1.6.8 "Cultivation/Cane Production Career-Path Stream" means the specialised Career-Path for employees engaged in any duties associated with the preparation of land for the growing of sugar cane, any duties associated with the planting and growing of sugar cane, and any pre and post harvesting field work duties and including the operation of, and any work in connection with the operation of, any tractor or vehicle or other mobile equipment used in connection therewith.

1.6.9 "Cultivation/Cane Production Inductee/Trainee" means an employee who is engaged in accordance with the provisions for an Inductee/Trainee as prescribed by clause 4.10.2 and is an employee regarded as a new starter with little or no cultivation/cane production skills and is completing an initial phase of probationary employment and on-the-job training prior to being employed as a Cultivation/Cane Production Employee Grade 1.

1.6.10 "Family" means father, mother, husband or wife (including a *de-facto*), son, daughter, grandfather, grandmother, step-father, step-mother, foster parents, brother, sister, step-brother or step-sister, adopted and/or fostered children.

1.6.11 "Field Sector" means all cane farming and/or harvesting operations, and any operations incidental to or in connection with such operations in the Queensland sugar industry including any pest, disease control and research operations of Cane Protection and Productivity Boards.

1.6.12 "Field Sector Employee" except for a member of a cane farmer's or a contractor's (as defined) means any employee engaged in the Field Sector as herein defined

1.6.13 "Owner Driver" means any person who owns and operates any used in the hauling of sugar cane.

1.6.14 The term "Vehicle" includes any motor vehicle, tractor or trailer used in the hauling of sugar cane.

1.6.15 "Union" means The Australian Workers' Union of Employees, Queensland.

## **1.7 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 an 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 any 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 Dispute accordance procedure**

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

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

- 3.1.2 The matters to be dealt with in the procedure shall include all grievances and disputes between an employee and an employer in respect to any industrial matter. Such procedure shall apply to any number of employees.
- 3.1.3 The procedures to be followed are:
- (a) In the event of an employee/s having a grievance or dispute the employee shall, in the first instance, attempt to resolve the matter with the appropriate supervisor who shall respond to such request as soon as reasonably practicable under the circumstances.
  - (b) If the issue is not resolved in the first instance, it shall be discussed between the employee, the local representatives of the Bureau of Sugar Experiment Stations and the local Organiser and/or District Secretary of the Union.
  - (c) If the issue cannot be resolved at workplace or district level, the issue shall be discussed at State level between the Union and representatives of the Bureau of Sugar Experiment Stations.
  - (d) 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.
  - (e) Any issue which cannot be resolved after following the procedure prescribed above may be referred by either party to the Commission.
  - (f) Without prejudice to either party, whilst the above procedure is being followed, work shall continue normally, except in a case of a genuine safety issue and neither party shall unduly delay the procedure.
  - (g) Throughout all stages of the procedure all relevant facts shall be clearly identified and recorded.
- 3.1.4 The *status quo* existing before the emergence of the grievance or dispute is to continue whilst the above procedure is being followed.
- 3.1.5 Discussions at any stage of the procedure shall not be unreasonably delayed by any party, subject to acceptance that some matters may be of such complexity or importance that it may take a reasonable period of time for the appropriate response to be made. If genuine discussions are unreasonably delayed or hindered, it shall be open to any party to give notification of the dispute in accordance with the provisions of the Act.

3.1.6 The parties give their genuine commitment to the procedure, particularly in the context of the need to avoid interruption to the performance of work and the consequential loss of production or wages.

3.1.7 This dispute avoidance procedure shall not prejudice either party exercising their rights before the Commission.

### **3.2 Flexibility of work**

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

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

3.2.3 Any direction issued by the employer pursuant to clause 3.2.2 shall be consistent with the employer's responsibility to provide a safe and healthy working environment.

### **3.3 Consultation**

3.3.1 Joint Consultative Committees (JCCs) will be established by the parties as follows:

(a) State

(i) the State-level JCC should comprise representatives of the Bureau of Sugar Experiment Stations and the Union officials;

(ii) this JCC will meet as agreed and is empowered to discuss industrial matters relating to the operation of this Award and any other agreements (registered or otherwise) agreed to by the industrial parties and/or employers and employees, and those matters pertaining to work organisation methods, operations and/or skills, changes in technology, equal employment opportunities, and communication between and with employers and employees.

(b) District

(i) the district-level JCCs should comprise equal number of employees and employer representatives;

(ii) these JCCs will meet as agreed and are empowered to discuss industrial matters relating to the operation of this Award at district-level and shall report back to State-level JCC.

### **3.4 Enterprise Agreements**

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

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

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

(a) a majority of employees affected genuinely agreeing to the changes;

(b) the agreement being consistent with the current State Wage Case principles;

(c) the Union being invited to participate in any discussions which involve alterations to Award conditions (and may be a party to any resultant agreement);

(d) changes sought in such agreements not affecting Award provisions reflecting currently established standards of the Commission;

- (e) parties to such agreements acknowledging that the Commission does not intend that any employee should lose any existing entitlement to earnings, award or over-award, for working ordinary hours of work as a result of any Award changes made as part of the implementation of the Structural Efficiency Principle.

3.4.4 The Union shall not unreasonably withhold consent to an agreement reached between the parties.

3.4.5 As the enterprise agreement purports to alter Award conditions:

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

3.4.6 (a) Upon approval being given by the Commission the agreement shall be inserted as an Award provision (as a schedule or otherwise) and take precedence over any provision of the relevant and named Award to the extent of any inconsistency therewith;

(b) Thereafter the agreement will have the effect of an Award and is to be posted and displayed as required.

(c) If the agreement is not approved it shall have no force or effect but may be remitted to the parties for further consideration.

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

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

### **4.1 Employment categories**

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

Employment categories are:

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

4.1.2 *Single contract hourly rate*

(a) Employees may be engaged in writing on a single contract hourly rate basis and shall be paid a 15% loading above the standard ordinary hourly rate as contained in clause 5.2 and shall be paid that rate for each and every hour of work in lieu of the provisions of clause 6.1.3 "Ordinary Time - Saturday/Sunday" and clause 6.2 (Overtime).

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

### **4.2 Harvesting and transport of scheduled cane**

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

### **4.3 Casual employees**

Employees who are not engaged for a full week shall be deemed to be "casual employees" and unless paid a full week's wages they shall be paid at the rate of 23% per hour in addition to the ordinary hourly rates. The ordinary hourly rates shall be computed by dividing the weekly rates by 38.

### **4.4 Stand down**

4.4.1 *Stand down - all field sector employees*

(a) Pursuant to the provision of section 98 of the Act and notwithstanding any provision of an award or industrial agreement, an employer may stand down any employee without pay on any day, or for part of any day, on which the employee cannot be usefully employed because of the occurrence of anything for which the employer is not responsible or over which the employer has no control.

(b) Appeal to Commission against stand downs

An employee stood down by an employer under authority conferred by section 98 of the Act and clause 4.4.1, may appeal against the stand down to the Commission in accordance with the provisions of sector 344 of the said Act.

#### 4.5 Mixed functions

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

#### 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 dispute accordance 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 to termination required to be given by an employee shall be one week, or payment forfeited in lieu thereof.

#### 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 Trainees**

4.10.1 Trainees are 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)*.

#### 4.10.2 *Inductee/trainee's special requirements*

Employees engaged as Inductees/Trainees shall have the following special requirements apply:

(a) Cultivation/Cane Production Inductee/Trainee

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

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

- (ii) Such employee, subject to the employer's rights of termination as contained in clause 4.7 (Termination of employment) shall be provided with a total of a minimum of 24 weeks' employment from such employee's initial engagement in the industry; and
- (iii) Following the completion of the agreed induction period as prescribed in clause 4.10.2(a)(i) the employee shall be paid at the rate of Cultivation/Cane Production Employee Grade 1, unless appointed to a higher Grade in the same Career-Path Stream or an equivalent Inductee/Trainee Classification based on relativities, or an equivalent Grade level, or a higher Grade level in another Career-Path Stream.

(b) Cane Haulage Inductee/Trainee

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

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

- (ii) Such employee, subject to the employer's rights of termination as contained in clause 4.7 (Termination of employment) shall be provided with a total of a minimum of 12 weeks employment from such employee's initial engagement in the industry; and
- (iii) Following the completion of the agreed induction period as prescribed in clause 4.10.2(b)(i) the employee shall be paid at the rate of Cane Haulage Employee Grade 1, unless appointed to a higher Grade in the same Career-Path Stream or an equivalent Inductee/Trainee Classification based on relativities, or an equivalent Grade level, or a higher Grade level in another Career-Path Stream.

(c) Cane Harvesting Inductee/Trainee

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

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

- (ii) Such employee, subject to the employer's rights of termination as contained in clause 4.7 (Termination of Employment) shall be provided with a total of a minimum of 12 weeks employment from such employee's initial engagement in the industry as a Cane Harvesting Inductee/Trainee; and
- (iii) Following the completion of the agreed induction period as prescribed in clause 4.10.2(c)(i) the employee shall be paid at the rate of Cane Harvesting Employee Grade 1, unless appointed to a higher Grade in the same Career-Path Stream or an equivalent Inductee/Trainee Classification based on relativities, or an equivalent Grade level, or a higher Grade level in another Career-Path Stream.

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

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

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

#### **5.1 Definition of classifications**

5.1.1 "Cultivation/Cane Production Employee Grade 1" means an employee in the Cultivation/Cane Production Stream who is competent above the skills and knowledge levels of a Cultivation/Cane Production Inductee/Trainee as prescribed in clause 4.10.2 and is an employee able to perform the following typical tasks:-

- (a) demonstrating an established work orientation, the knowledge, skills and capacity to perform proceduralised tasks under general supervision and more complex tasks involving the use of theoretical knowledge and motor skills;
- (b) working with little supervision for routine tasks;
- (c) operating, servicing, maintaining, and carrying out minor repairs to agricultural equipment;
- (d) operating, servicing and maintaining any tractors, trucks and vehicles; and
- (e) performing agricultural tasks such as land preparation, planing, irrigating, drainage, recognition of pest and diseases and correct application and use of chemicals and fertilisers.

5.1.2 "Cultivation/Production Employee Grade 2" means an employee in the Cultivation/Cane Production Stream who is competent above the skills and knowledge levels of a Cultivation/Cane Production Employee Grade 1, and is an employee able to perform the following typical tasks:

- (a) demonstrating an established work orientation, the knowledge, skills and capacity for self-directed application including the selection and use of appropriate techniques and equipment and the performance of complex tasks involving the use of applied theoretical knowledge and motor skills.
- (b) working under general supervision;
- (c) supervising other Cultivation/Cane Production Employees;

- (d) keeping records;
- (e) servicing, maintaining, significant repairing and setting up all cultivation/cane production equipment;
- (f) operating, servicing and maintaining any tractors, trucks and vehicles;
- (g) carrying out workshop skills including engineering repairs, competent welding, oxy cutting and grinding;
- (h) selecting and applying pest and disease control measures including chemicals and fertilisers; and
- (i) deciding and performing agricultural tasks such as land preparation, planning, irrigating and drainage.

5.1.3 "Cane Haulage Employee Grade 1" means an employee who is competent above the skills and knowledge levels of a Cane Haulage Inductee/Trainee, and is an employee able to perform the following typical tasks:

- (a) demonstrating an established work orientation, the knowledge, skills and capacity to perform proceduralised tasks under general supervision and more complex tasks involving the use of theoretical knowledge and motor skills;
- (b) working under general supervision;
- (c) operating vehicles hauling cane; and
- (d) servicing, maintaining, minor repairing, adjusting cane haulage vehicles and equipment, and under supervision, cane harvesters.

5.1.4 "Cane Harvesting Employee Grade 1" means an employee in the Cane Harvesting Stream who is competent above the skills and knowledge levels of a Cane Haulage Stream Employee and a Cane Harvesting Inductee/Trainee and is able to perform the following typical tasks:

- (a) demonstrating an established work orientation, the knowledge, skills, and capacity for self-directed application including the selection and use of appropriate techniques and equipment and the performance of complex tasks involving the use of applied theoretical knowledge and motor skills;
- (b) working without supervision;
- (c) supervision and training Cane Haulage Stream Employees and Cane Harvesting Inductees/Trainees, and working in co-operation with Cane Cultivation/Production Employees;
- (d) keeping records;
- (e) servicing, maintaining significant repairing and setting up cane harvesters and hauling vehicles including ancillary harvesting equipment;
- (f) operating cane harvesters, tractors and trucks, and vehicles;
- (g) carrying out significant workshop skills including engineering repairs, competent welding, oxy cutting and grinding; and
- (h) exercising soil, land and crop care in the cane harvesting and cane hauling process.

5.1.5 "Cane Harvesting Employee Grade 2" means an employee in the Cane Harvesting Stream who is competent above the skills and knowledge levels of a Cane Haulage Stream Employee and a Cane Harvesting Inductee/Trainee and a Cane Harvesting Employee Grade 1, and is a employee able to perform the following typical tasks:

- (a) demonstrating a highly developed knowledge, skills and capacity for self-directed application including the selection and use of appropriate techniques and equipment and the performance of complex tasks involving the use of applied theoretical knowledge and motor skills;
- (b) working with self direction;
- (c) directing, supervising and training Cane Harvesting Stream Employees and where relevant Cane Cultivation/Production Employees;
- (d) analysing records;

- (e) servicing, maintaining, major repairing and overhauling, and setting up, all harvesting and hauling vehicles and ancillary equipment;
- (f) operating cane harvesters, tractors and trucks, and vehicles;
- (g) carrying out major workshop skills including engineering repairs, overhauling, modifying, manufacturing, designing and advanced welding, oxy cutting and grinding; and
- (h) directing, supervising and exercising soil, land and crop care in the cane harvesting and hauling process.

## 5.2 Wages

5.2.1 The minimum weekly wage rate to be paid to employees shall be the sum of clauses 5.2.1(a) and (b) and shall be paid for all purposes of the Award. The weekly rate shall be calculated to the nearest 10 cents, with 5 cents or more being taken upwards:

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

Grade Level	Grade Level Base Rate Per Week \$	Supplementary Payment Per Week \$
Cultivation/Cane Production Inductee/Trainee	571.80	44.20
Cane Haulage Inductee/Trainee	599.20	47.80
Cane Harvesting Inductee/Trainee	610.90	49.40
Cultivation/Cane Production Employee Grade 1	610.90	49.40
Cane Haulage Employee Grade 1	610.90	49.40
Cultivation/Cane Production Employee Grade 2	630.60	52.00
Cane Harvesting Employee Grade 1	630.60	52.00
Cane Harvesting Employee Grade 2	650.30	54.60

(b) *Excess Payment*

In addition to the rates expressed in clause 5.2.1(a) above, the following excess payments shall be paid to all employees and shall be paid for all purposes of the Award. Such excess payments shall remain unaltered unless otherwise ordered by the Commission:

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

### 5.2.2 Consolidated Minimum Wages

A.	Cultivation/Cane Production Employee - Classifications	Relativities %	Southern District Per Week \$
	Grade 2	100	704.00
	Grade 1	95	680.80
	Inductee/Trainee	85	632.50
	Youths 18-19 Years	70 of Grade 2 rate	
	Youths Under 18 Years	56 of Grade 2 rate	
B.	Cane Haulage Employee Classifications	Relativities %	Southern District Per Week \$
	Grade 1	95	680.80
	Inductee/Trainee	92	664.90

C.	Cane Harvesting Employee Classification	Relativities %	Southern District Per Week \$
	Grade 2	105	725.20
	Grade 1	100	704.00
	Inductee/Trainee	95	680.80

Note 2 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.

### 5.2.3 Wage level relativities

All work shall be covered by the following Career-Path Classification Relativities

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

### 5.3 Revised classification structures

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

### 5.4 Allowances

#### 5.4.1 District Parities

(a) District Parities

In addition to the wage rates contained in clauses 5.2.1(a) and (b), the following district parities shall apply:

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

#### 5.4.2 Cleaning drains

Employees employed in cleaning drains where the water is over 7.62 cm in depth shall be paid 42.6 cents per hour in addition to the minimum rate during the time they are actually engaged on such work.

Employees who are required to work in water of a depth of 76.2 cm or more shall be paid 38.75 cents per hour with a minimum payment of 77.5 cents, in addition to the rates prescribed by this Division.

#### 5.4.3 Afternoon and night shift allowances

(a) In addition to the rates of pay prescribed by clause 5.2 (Wages) 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)
Night Shift	15% (or \$9.70 whichever is the greater)

(b) For the purposes of clause 5.4.3:

- (i) "Afternoon Shift" means any shift finishing after 6.00 p.m. and at or before midnight;
- (ii) "Night Shift" means 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 5.4.3 suffer any reduction to their current entitlement to shift allowance.

## **5.5 Occupational superannuation**

5.5.1 In addition to any other entitlement pursuant to this Award, eligible employees, shall be entitled to superannuation payments made by the employer into either one of the approved occupational superannuation funds provided for in accordance with the following provisions of clause 5.5.

### *5.5.2 Definitions and eligibility*

(a) "The approved funds" means the Australian Rural Industries Superannuation Fund known as "AUSTSAFE" established by a Deed of Trust dated the thirty-first day of August 1988 and Rules thereto as amended.

(b) "Eligible Employee" means:

- (i) an employee in receipt of adult rates; or
- (ii) a trainee engaged under an appropriate Traineeship Industrial Agreement, who completes 100 hours employment under this Award. Such an employee shall be eligible to join the approved fund where upon the employer or employers shall make the appropriate payment's from the date of commencement of employment.

Periods of stand-down in accordance with section 98 of the Act occurring whilst an employee is establishing the eligibility period of 100 hours, or any subsequent date of commencement of employment, shall be regarded as employment in the industry, but no employer contribution shall be payable during such periods of stand-downs.

### *5.5.3 Record keeping*

Each employee in order to establish that the employee has met the eligibility rules as provided for herein, shall keep their own written records containing details of commencement dates, relevant employer/s and the periods of such employment.

The employer shall be required to maintain records of time worked for the purpose of establishing the employee's entitlements to occupational superannuation and of payments made to the approved fund in the form required to be kept, and in accordance with clause 11.2 and the Act, and shall have such records available for inspection by an Industrial Inspector or authorised industrial officer (as defined) of Union, authorised pursuant to section 372 and 373 respectively of the Act.

### *5.5.4 Contributions*

(a) Amount - As from 1 January 2005 every employer shall contribute on behalf of each eligible employee an amount calculated at 9% of the employee's ordinary time earnings, plus any appropriate all purpose allowances, if applicable, into an approved fund, as defined in this clause. Each such payment of contributions shall be rounded off to the nearest ten (10) cents:

Provided that where an employee is absent and is receiving by way of workers' compensation an amount of money no less than the award rate of pay the contribution shall be calculated at 3%.

(b) Contributions for casual employees shall be on the same basis as full-time employees, or pro rata if less than a full week is worked.

(c) The employer may suspend for the applicable period contributions made on behalf of an employee if the employee is absent from the workplace other than for annual leave, long service leave, public holidays, paid sick leave, or workers compensation leave for a period of not more than 39 weeks.

### *5.5.5 Future levels of contributions*



The contribution amount as prescribed in clause 5.5.4 shall be adjusted to accord with movements from time to time in the rate of wages, as set out in clause 5.2 (Wages) and in any applicable allowances, as determined from time to time by the Commission, rounded to the nearest 10 cents.

#### 5.5.6 *General*

- (d) The employer shall remit contributions to the approved fund on a monthly basis.
- (e) Eligible employees may personally contribute additional amounts to the fund in addition to the minimum employer contributions as set out in clause 5.5.4 by way of voluntary contribution and the employer shall (at the employee's written request) make arrangements for authorised deductions from the employee's pay to be forwarded to the administrators of the fund.
- (f) No additional amount shall be paid by the employer for the establishment, administration, management or any other charges in connection with the fund.
- (g) Nothing in clause 5.5 will act to diminish the rights and responsibilities of the Trustee of the fund as set out in accordance with the Deed of Trust and Rules thereto as amended.

### **5.6 Payment of wages**

Except as herein after provided, all payments of wages shall be made at least once in each fortnight within 2 days of the end of the fortnightly pay period. All such payments shall be by electronic funds transfer:

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

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

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

### **6.1 Hours**

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

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

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

#### 6.1.2 *Rostered days off*

Rostered days off shall be as follows:

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

#### 6.1.3 *Ordinary time - Saturday/Sunday*

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

#### 6.1.4 *Continuous crushing rosters*

Where sugar mills operate on a continuous crushing mode and as a consequence it is necessary to ensure agricultural and harvesting operations over 7 days a week, employees engaged in such mill areas in driving cane harvesters or tractors hauling cane, or in fieldwork, shall work in accordance with a roster as mutually agreed upon between the employers, and the Union or, as may be approved by the Commission.

#### 6.1.5 *Shift work*

Shift work up to 2 shifts per day may be worked by agreement between the Bureau of Sugar Experiment Stations the relevant employee/s and the Union or as provided by the Commission:

Provided that a minimum period of shift work of 4 weeks is in operation and employees are worked on a roster which allows rotation through the respective shift.

### **6.2 Overtime**

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

6.2.2 All overtime on any one day shall be paid for at one and a half times the ordinary rate for the first 3 hours and double time thereafter.

#### 6.2.3 *Work in excess of ordinary time Saturday/Sunday*

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

#### 6.2.4 *Work on rostered days off*

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

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

- (i) on the first day of the 2 days off, at the rate of time and a-half for the first 3 hours and double time thereafter, with a minimum of 2 hours' work or payment therefor;
- (ii) on the second day of the 2 days off, at the rate of double time, with a minimum of 2 hours' work or payment therefor.

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

- (i) on the first 2 days of the 2 days off, at the rate of time and a-half for the first 3 hours and double time thereafter, with a minimum of 2 hours' work or payment therefor;
- (ii) on the second 2 days of the 4 days off, at the rate of double time, with a minimum of 2 hours' work or payment therefor.

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

- (i) on the first 4 days of the 8 days off, at the rate of time and a-half for the first 3 hours and double time thereafter, with a minimum of 2 hours' work or payment therefor;
- (ii) on the second 4 days of the 8 days off, at the rate of double time, with a minimum of 2 hours' work or payment therefor.

### **6.3 Rest pauses and meal breaks**

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

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

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

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

of special circumstances.

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

### **7.1 Annual leave**

7.1.1 Every employee (other than casuals) covered by this Award shall at the end of each year of employment be entitled to not less than 4 weeks annual leave on full pay.

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 7.1.5) shall be paid for by the employer in advance as follows:

(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, the pay, calculated in accordance with clause 7.1.5, for 4 weeks and also ordinary pay for any public holiday occurring during such period of 4 weeks.

7.1.4 If the employment of an employee is terminated before the expiration of a full year of employment, such employee shall be paid, in addition to all other amounts due, an amount equal to 1/12 th of the pay for the period of employment, calculated in accordance with clause 7.1.5.

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

#### *7.1.5 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) the employee's ordinary wage rate as prescribed by the Award for the period of the annual leave (excluding weekend penalty rates);

(b) a further amount calculated at the rate of 17.5% of the amounts referred to in clause 7.1.5(a):

Provided that clause 7.1.5(b) shall not apply to any period or periods of annual leave exceeding 4 weeks per annum.

7.1.6 Unless the employee shall otherwise agree the employer shall give the employee at least 14 days' notice of the date from which the annual leave shall be taken.

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

7.1.8 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.

### **7.2 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 three 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 employees*

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

#### 7.3.2 *Long-term casual employees*

- (a) A long-term casual employee is entitled to at least 2 days unpaid bereavement leave on the death of a member of the person's immediate family or household in Australia.
- (b) A term "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 this clause 7.3.2.

#### 7.3.3 "Immediate family" includes:

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

#### 7.3.4 *Unpaid leave*

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

7.3.5 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 Subject to clause 7.6.4 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 the *Holidays Act 1983*, to be kept in place of that holiday) irrespective of the fact no work may be performed on such day, and if any employee concerned actually works on Labour Day, such employee shall be paid a full day's wage for that day and in addition a payment for the time actually worked at one and a-half times the ordinary rate prescribed for such work with a minimum of 4 hours.

7.6.3 *Annual show*

Subject to clause 7.6.4 all ordinary work done by employees in a district specified from time to time by the Minister by notification published in the *Gazette* on the day appointed under the *Holidays Act 1983*, to be kept as a holiday in relation to the annual agricultural, horticultural or industrial show held at the principal city or town, as specified in such notification, of such district shall be paid for at the rate of double time and a half with a minimum of 4 hours.

7.6.4 In accordance with the relevant provisions of the Act, all time worked on a holiday for which the employee is entitled to be paid at a rate prescribed by clauses 7.6.1 and 7.6.2, outside the period between the ordinary starting and ordinary finishing times provided for by this Award and for the day of the working period on which the holiday falls is to be paid for at double the rate for such time when worked outside such period on any ordinary working day.

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

7.6.6 *Stand down*

Any and every employee who, having been dismissed or stood down by the employer during the month of December in any year, shall be re-employed by 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 dismissed or stood down, be entitled to be paid and shall be paid by the employer (at the ordinary rate payable to that employee when so dismissed or stood down) for any one or more of the following public holidays, namely, Christmas Day, Boxing Day, and the first day of January occurring during the period on and from the date of the employee's dismissal or standing down to and including the date of the employee's re-employment as aforesaid.

7.6.7 Employees engaged on a roster over 7 days of the week who are rostered off on a public holiday shall be granted an additional day's paid leave without loss of ordinary earnings at the end of their annual leave or, alternatively, they shall be granted an extra day's ordinary pay on the next succeeding pay day.

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

For the purpose 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.

### 7.7 **Jury service**

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

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

No provisions inserted in this Award relevant to this part.

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

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

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

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

### **9.2 Vocational training**

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

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

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

### **10.1 First aid**

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

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

### **10.2 Workplace health and safety**

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

## **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**



## **Preamble**

Clause 11.5 gives effect to section 110 of the Act in its entirety. Consistent with section 110 a Full Bench of the Commission has issued a Statement of Policy on Union Encouragement (reported 165 QGIG 221) that encourages an employee to join and maintain financial membership of the Union.

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

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

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

### *11.3.2 Union delegates*

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

### *11.3.3 Deduction of union fees*

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

## **11.4 Posting of award**

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

## **11.5 Recognition of Union officials**

The authorised industrial officer of the Union, upon notice thereof being given, shall be allowed to interview employees at reasonable hours, and no representative of the Union shall be penalised by an employer.

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

Dated 17 June 2003.

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

Operative Date: 18 August 2003