

QUEENSLAND INDUSTRIAL RELATIONS COMMISSION

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

CLERICAL AND ADMINISTRATIVE AWARD - SUGAR MILLS - 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 Clerical and Administrative Award - Sugar Mills - 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 Clerical and Administrative Award - Sugar Mills - State 2003 as at 1 September 2010.

Dated 1 November 2010.

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

CLERICAL AND ADMINISTRATIVE AWARD - SUGAR MILLS - STATE 2003

PART 1 - APPLICATION AND OPERATION

1.1 Title

This Award is known as the Clerical and Administrative Award - Sugar Mills - State 2003.

1.2 Arrangement

Subject Matter	Clause No.
PART 1 - APPLICATION AND OPERATION	
Title	1.1
Arrangement	1.2
Award coverage	1.3
Date of operation	1.4
Parties bound	1.5
Divisions and Districts	1.6
Definitions	1.7
PART 2 - FLEXIBILITY	
Enterprise flexibility	2.1
PART 3 - COMMUNICATION, CONSULTATION AND DISPUTE RESOLUTION	
Grievance and dispute setting procedure	3.1
PART 4 - EMPLOYER AND EMPLOYEES' DUTIES, EMPLOYMENT RELATIONSHIP AND RELATED ARRANGEMENTS	
Contract of employment	4.1
Categories of employment	4.2
Trainees	4.3
Termination of employment	4.4
Introduction of changes	4.5
Redundancy	4.6
Continuity of service - transfer of calling	4.7
Incidental and peripheral tasks	4.8
Relieving duties	4.9
Notification of absence	4.10

Subject Matter	Clause No.
PART 5 - WAGES AND WAGE RELATED MATTERS	
Classification definitions	5.1
Classification levels	5.2
Wages	5.3
Allowances	5.4
Occupational superannuation	5.5
Payment of wages	5.6
PART 6 - HOURS OF WORK, BREAKS, OVERTIME, SHIFT WORK, WEEKEND WORK	
Hours of work	6.1
Implementation of 38 hour week	6.2
Nominal crushing - maintenance season working arrangement	6.3
Overtime	6.4
Rest pauses	6.5
Meal times	6.6
PART 7 - LEAVE OF ABSENCE AND PUBLIC HOLIDAYS	
Annual leave	7.1
Sick leave	7.2
Family leave	7.3
Bereavement leave	7.4
Long service leave	7.5
Jury service	7.6
Public holidays	7.7
PART 8 - TRANSFERS, TRAVELLING AND WORKING AWAY FROM USUAL PLACE OF WORK	
Travelling time and expenses	8.1
PART 9 - TRAINING AND RELATED MATTERS	
Training	9.1
PART 10 - OCCUPATIONAL HEALTH AND SAFETY MATTERS, EQUIPMENT, TOOLS AND AMENITIES	
Occupational health and safety	10.1
Uniforms	10.2
PART 11 - AWARD COMPLIANCE AND UNION RELATED MATTERS	
Right of entry	11.1
Time and wages record	11.2
Award posting	11.3

1.3 Award coverage

1.3.1 Total exemption

This Award applies to persons employed in Sugar Mills wholly or principally as a Clerk as defined in clause 1.7.2 within the State of Queensland, but excluding:

- (a) Any person who is proprietor, director or manager of a company, business or undertaking, or a person to whom has been delegated the right to engage and terminate the employment of employees.
- (b) Accountants, graduates, or persons who are undertaking tertiary study approved by the relevant accounting bodies as prerequisite study towards gaining admission into the Institute of Chartered Accountants or the Australian Society of Certified Practising Accountants.
- (c) Employees covered by the Sugar Industry Award - State and to employees of CSR Ltd.

1.3.2 Option for annualised salary

As an alternative to being paid in accordance with the Award an employee remunerated higher than the Level 4 pay rate of the classification structure, may agree in writing with their employer to be exempt from the conditions of this Award except for:

- Annual leave;
- Long service leave;
- Sick leave;
- Family leave;
- Superannuation;
- Disputes procedure;
- Termination, change and redundancy

- (a) The overall terms and conditions agreed to under such an arrangement must, in aggregate over one year, be not less favourable than the provisions of this Award as a whole and the employee shall not be disadvantaged by the agreement. A copy of the agreement will be supplied to the employee after signing by all parties.
- (b) In the event of termination of employment prior to completion of a year the salary package during such period of employment will be sufficient to cover what the employee would have been entitled to if all Award obligations had been complied with.
- (c) If the employee is required to work on a public holiday, they are entitled to a day off in lieu or a day added to their annual leave entitlement.

1.4 Date of operation

This Award takes effect from 18 August 2003.

1.5 Parties bound

This Award is legally binding upon the employees as prescribed by clause 1.3 and their employers, and upon the Australian Municipal Administrative, Clerical and Services Union, Central and Southern Queensland Clerical and Administrative Branch, Union of Employees and/or the Federated Clerks' Union of Australia, North Queensland Branch, Union of Employees and their members.

1.6 Divisions and districts

The divisions and districts shall be as follows:

1.6.1 Divisions

Northern Division - that portion of the State along or north of a line commencing at the junction of the sea-coast with the 21st parallel of south latitude; then from that latitude west to 147 degrees of east longitude; then from that Longitude due south to 22 degrees 30 minutes of south latitude; then from that latitude due west to the western border of the State.

Mackay Division - That portion of the State within the following boundaries:

Commencing at the junction of the sea-coast with the 21st parallel of south latitude; then from that latitude due west to 147 degrees of east longitude; then from that longitude due south to 22 degrees of south latitude; then from that latitude due east to the sea-coast; then from the sea-coast northerly to the point of commencement.

Southern Division - That portion of the State not included in the Northern or Mackay Divisions.

1.6.2 Districts

(a) Northern Division:

Eastern District - That portion of the Northern Division along or east of 144 degrees 30 minutes of east longitude.

Western District - The remainder of the Northern Division.

(b) Southern Division:

Eastern District - That portion of the Southern Division along or east of a line commencing at the junction of the southern border of the State with 150 degrees of east longitude; then from that longitude due north to 25 degrees of south latitude; then from that latitude due west to 147 degrees of east longitude; then from that longitude due north to the southern boundary of the Mackay Division.

Western District - The remainder of the Southern Division.

1.7 Definitions

- 1.7.1 "The Act" means the *Industrial Relations Act 1999* as amended or replaced from time to time.
- 1.7.2 "Clerk" includes any person employed either exclusively or principally in the pursuit or vocation of writing, engrossing, typing, or calculating, whether by ordinary means or by means of any process calculated to achieve a like result, and/or in invoicing, billing, charging, checking, or otherwise dealing with records, writings, correspondence, books, and accounts. The term "Clerk" also includes any person engaged exclusively or principally in attending to telephone switchboards, receiving and answering calls, and manipulating any apparatus to enable people to converse, as well as manipulating any keyboard or other apparatus to facilitate communication, or in any other clerical capacity whatsoever, but does not include persons engaged solely in collecting money out of doors.
- 1.7.3 "Commission" means the Queensland Industrial Relations Commission.
- 1.7.4 "Junior" means any person under the age of 21 years.
- 1.7.5 "Union" means the Australian Municipal Administrative, Clerical and Services Union, Central and Southern Queensland Clerical and Administrative Branch, Union of Employees; or the Federated Clerks' Union of Australia, North Queensland Branch, Union of Employees

PART 2 - FLEXIBILITY

2.1 Enterprise flexibility

- 2.1.1 As part of a process of improvement in productivity and efficiency, discussion should take place at each enterprise to provide more flexible working arrangements, improvement in the quality of working life, enhancement of skills, training and job satisfaction and to encourage consultative mechanisms across the workplace.
- 2.1.2 The consultative processes established in an enterprise in accordance with clause 2.1 may provide an appropriate mechanism for consideration of matters relevant to clause 2.1.1. Union delegates at the place of work may be involved in such discussions.
- 2.1.3 Any proposed genuine agreement reached between an employer and employee/s in an enterprise is contingent upon the agreement being submitted to the Commission in accordance with Chapter 6 of and is to have no force or effect until approval is given.

PART 3 - COMMUNICATION, CONSULTATION AND DISPUTE RESOLUTION

3.1 Grievance and dispute settling procedure

The 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.

It is acknowledged by the parties that the time taken in progressing issues through this procedure will depend to a large extent on the nature and seriousness of the issue. However, the parties agree that this procedure is to be followed before any action, likely to lead to disputation, is taken by either management or employees. Such procedures shall apply to single employee or to any number of employees:

- 3.1.1 In the first instance any issue shall be discussed between the immediate supervisors and the employee, in company with, if appropriate, the employee's duly accredited workplace Union representative. If the grievance involves allegations of unlawful discrimination by a supervisor the employee may commence the grievance resolution process by reporting the allegations to the next level of management beyond that of the supervisor concerned. If there is no level of management beyond that involved in the allegation the employee may proceed directly to the process outlined at clause 3.1.4
- 3.1.2 If the issue is not resolved in the 1 step, the issue shall be discussed between the workplace Union representative and the next level of management or nominated representative of the company. Such discussion should, if possible, take place within 24 hours after the request by the employee or the employee's representative.

- 3.1.3 If the issue cannot be resolved by people at the workplace, an official of the appropriate Union shall be advised.
- 3.1.4 Any issue which cannot be resolved after the following procedure prescribed above may be referred by either party to the Commission.
- 3.1.5 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. The *status quo* existing before the emergence of the grievance or dispute is to continue whilst the above procedure is being followed.
- 3.1.6 Throughout all stages of the procedure all relevant facts shall be clearly identified and recorded.
- 3.1.7 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.
- 3.1.8 The dispute avoidance procedure shall not prejudice either party exercising their rights before the Commission.

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

4.1 Contract of employment

At the time of commencing their employment employees are to be advised in writing by the employer of the nature of their employment as per the following categories. Where an employee is engaged as a seasonal employee as defined, the employer shall advise the employee of the expected duration of employment.

4.2 Categories of employment

4.2.1 "Weekly employee" is an employee employed by the week.

4.2.2 Part-time employment

- (a) A part-time employee means an employee who is engaged to work on pre-determined days of each week for a regular number of hours, being not less than 10 nor more than 32 hours per week. Except, as hereinafter provided, all conditions provided for full-time employees shall apply to part-time employees:

Provided that a 2 hour minimum shall apply for each engagement.

- (b) Part-time employees shall be paid an hourly rate equal to 1/38th of the weekly rate prescribed for the classification under which they are engaged.
- (c) A part-time employee who works in excess of the ordinary daily or weekly hours prescribed in the contract of employment in clause 4.2.2(a) shall be paid overtime in accordance with clause 6.4 (Overtime).
- (d) A part-time employee will receive proportionate pay and employment conditions to those of full-time employees.
- (e) A part-time employee is entitled to either payment for each public holiday or a substituted day's leave provided that the part-time employee would have been ordinarily rostered to work on that day had it not been a public holiday.
- (f) Where an employee and their employer agree in writing, part-time employment may be converted to full-time, and vice-versa on a permanent basis or for a specified period of time. If such an employee transfers from full-time to part-time (or vice-versa), all accrued award and legislative entitlements shall be maintained. Following transfer to part-time employment accrual will occur in accordance with the provisions relevant to part-time employment.

4.2.3 Casual employment

- (a) A casual employee is an employee engaged by the hour who may be terminated by the employer or leave their employment at any time.
- (b) Casual employees shall be paid an hourly rate by dividing the weekly rate of the appropriate classification by 38 and adding a loading of 23% thereto.

4.2.4 Seasonal employment

A seasonal employee is an employee who is engaged on a weekly basis in a sugar mill during the period or during part

of the period when sugar cane is taken delivery of and crushed at a sugar mill.

Clerks employed in sugar mills not specifically engaged as seasonal, casual Clerks, or part-time employees and who are engaged after the first Monday in June in any one year and before the first Monday of June in the subsequent year, shall be deemed to be seasonal until the first Monday of June in that subsequent year.

4.3 Trainees

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)*.

4.4 Termination of employment

4.4.1 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.

4.4.2 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.

4.4.3 Notice of termination by employee

The notice of termination required to be given by an employee shall be one week. If an employee fails to give notice, the employer shall have the right to withhold monies due to the employee with a maximum amount equal to the ordinary time rate for the period of notice.

4.4.4 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.

4.5 Introduction of changes

4.5.1 Employer's duty to notify

- (a) Where an employer decides to introduce changes in production, program, organisation, structure or technology, that are likely to have significant effects on employees, the employer shall notify the

employees who may be affected by the proposed changes and, where relevant, their Union or Unions.

- (b) 'Significant effects' includes termination of employment, major changes in the composition, operation or size of the employer's workforce or in the skills required; the elimination or diminution of job opportunities or job tenure; the alteration of hours of work; the need for retraining or transfer of employees to other work or locations and the restructuring of jobs:

Provided that where the Award makes provision for alteration of any of the matters referred to herein an alteration shall be deemed not to have significant effect.

4.5.2 *Employer's duty to consult over change*

- (a) The employer shall consult the employees affected and, where relevant, their Union or Unions about the introduction of the changes, the effects the changes are likely to have on employees (including the number and categories of employees likely to be dismissed, and the time when, or the period over which, the employer intends to carry out the dismissals), and the ways to avoid or minimise the effects of the changes (e.g. by finding alternative employment).
- (b) The consultation must occur as soon as practicable after making the decision referred to in clause 4.5.1.
- (c) For the purpose of such consultation the employer shall provide in writing to the employees concerned and, where relevant, their Union or Unions, all relevant information about the changes including the nature of the changes proposed, the expected effects of the changes on employees, and any other matters likely to affect employees, provided that any employer shall not be required to disclose confidential information, the disclosure of which would be adverse to the employer's interests.

4.6 Redundancy

4.6.1 *Consultation before terminations*

- (a) Where an employer decides that the employer no longer wishes the job the employee has been doing to be done by anyone, and this is not due to the ordinary and customary turnover of labour, and that decision may lead to termination of employment, the employer shall consult the employee directly affected and where relevant, their Union or Unions.
- (b) The consultation shall take place as soon as it is practicable after the employer has made a decision, which will invoke the provisions of clause 4.6.1(a) and shall cover the reasons for the proposed terminations, measures to avoid or minimise the terminations and/or their adverse 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.

4.6.2 *Transfer to lower paid duties*

- (a) Where an employee is transferred to lower paid duties for reasons set out clause 4.6.1 the employee shall be entitled to the same period of notice of transfer as the employee would have been entitled to if the employee's employment had been terminated under clause 4.4.
- (b) The employer may, at the employer's option, make payment in lieu thereof of an amount equal to the difference between the former amounts the employer would have been liable to pay and the new lower amount the employer is liable to pay the employee for the number of weeks of notice still owing.
- (c) The amounts must be worked out on the basis of:
 - (i) the ordinary working hours to be worked by the employee; and
 - (ii) the amounts payable to the employee for the hours including for example, allowances, loadings and penalties; and
 - (iii) any other amounts payable under the employee's employment contract.

4.6.3 *Transmission of business*

- (a) Where a business is, whether before or after the date of insertion of 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 4.6.3, 'business' includes trade, process, business or occupation and includes a part or subsidiary (which means a corporation that would be taken to be a subsidiary under the Corporations Law, whether or not the Corporations Law applies in the particular case) of any such business and 'transmission' includes transfer, conveyance, assignment or succession whether by agreement or by operation of law and 'transmitted' has a corresponding meaning.

4.6.4 *Time off during notice period*

- (a) Where a decision has been made to terminate an employee in the circumstances outlined in clause 4.6.1, the employee shall be allowed up to one day's time off without loss of pay during each week of notice for the purpose of seeking other employment.
- (b) If the employee has been allowed paid leave for more than one day during the notice period for the purpose of seeking other employment, the employee shall, at the request of the employer, be required to produce proof of attendance at an interview or the employee shall not receive payment for the time absent. For this purpose a statutory declaration will be sufficient.

4.6.5 *Notice to Centrelink*

Where a decision has been made to terminate employees in the circumstances outlined in clause 4.6.1, the employer shall notify Centrelink as soon as possible giving all relevant information about the proposed terminations, including a written statement of the reasons for the terminations, the number and categories of the employees likely to be affected, the number of workers normally employed and the period over which the terminations are intended to be carried out.

4.6.6 *Severance pay*

- (a) In addition to the period of notice prescribed for ordinary termination in clause 4.4.2(a), and subject to further order of the Commission, an employee whose employment is terminated for reasons set out in clause 4.6.1(a), shall be entitled to the following amounts of severance pay:

Period of Continuous Service	Severance Pay (weeks' pay)
Less than 1 year	nil
1 year but not more than 2 years	4
More than 2 years but not more than 3 years	6
More than 3 years but not more than 4 years	7
More than 4 years but not more than 5 years	8
More than 5 years but not more than 6 years	9
More than 6 years but not more than 7 years	10
More than 7 years but not more than 8 years	11
More than 8 years but not more than 9 years	12
More than 9 years but not more than 10 years	13
More than 10 years but not more than 11 years	14
More than 11 years but not more than 12 years	15
More than 12 years	16

- (b) 'Weeks' Pay' means the ordinary time rate of pay for the employee concerned:

Provided that the following amounts are excluded from the calculation of the ordinary time rate of pay: overtime, penalty rates, disability allowances, shift allowances, special rates, fares and travelling time allowances, bonuses and any other ancillary payments.

(In the instance where commission payments, in whole or in part, are a feature of the Award, then reference to s. 7 of the *Industrial Relations Regulations 2000* offers assistance in the method of calculation to be adopted.)

4.6.7 *Superannuation benefits*

An employer may make an application to the Commission for relief from the obligation to make severance payments in circumstances where:

- (a) the employer has contributed to a superannuation scheme which provides a particular benefit to an employee in a redundancy situation; and
- (b) the particular benefit to the employee is over and above any benefit the employee might obtain from any legislative scheme providing for superannuation benefits (currently the federal Superannuation Guarantee levy) or an award based superannuation scheme.

4.6.8 *Employee leaving during notice*

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

4.6.9 *Alternative employment*

An employer, in a particular case, may make application to the Commission to have the general severance pay prescription amended if the employer obtains acceptable alternative employment for an employee.

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

Clause 4.6 shall not apply to employees with less than one year's continuous service and the general obligation on employers should be no more than to give relevant employees an indication of the impending redundancy at the first reasonable opportunity, and to take such steps as may be reasonable to facilitate the obtaining by the employees of suitable alternative employment.

4.6.11 *Employees exempted*

Clause 4.6 shall not apply:

- (a) where employment is terminated as a consequence of misconduct on the part of the employee; or
- (b) to employees engaged for a specific period or task(s); or
- (c) to casual employees or seasonal employees.

4.6.12 *Employers exempted*

- (a) Subject to an order of the Commission, in a particular redundancy case, clause 4.6 shall not apply to an employer including a company or companies that employ employees working a total of fewer than 550 hours on average per week, excluding overtime, Monday to Sunday. The 550 hours shall be averaged over the previous 12 months.
- (b) A 'company' shall be defined as:
 - (i) a company and the entities it controls; or
 - (ii) a company and its related company or related companies; or
 - (iii) a company where the company or companies has a common Director or common Directors or a common shareholder or common shareholders with another company or companies.

4.6.13 *Exemption where transmission of business*

- (a) The provisions of clause 4.6.6 are not applicable where a business is before or after the date of the insertion of 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 transmitter and any prior transmitter to be continuous service of the employee with the transmittee.

- (b) The Commission may amend clause 4.6.13(a)(ii) if it is satisfied that it would operate unfairly in a particular case, or in the instance of contrived arrangements.

4.6.14 *Incapacity to pay*

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

4.7 Continuity of service - transfer of calling

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

4.8 Incidental and peripheral tasks

4.8.1 An employer may direct an employee to carry out such duties as are reasonably within the limits of the employee's skill, competence and training.

4.8.2 An employer may direct an employee to carry out such duties and use such equipment as may be required:

Provided that the employee has been properly trained in the use of such equipment.

4.8.3 Any direction issued by an employer pursuant to clauses 4.8.1 and 4.8.2 shall be consistent with the employer's responsibilities to provide a safe and health working environment.

4.9 Relieving duties

An employee required to perform on any day work for which a higher rate of pay is prescribed will be paid as follows:

- (a) If more than 4 hours on any day the higher rate for the whole of such day.
- (b) If 4 hours or less then payment of the higher rate for 4 hours.

4.10 Notification of absence

An employee not attending for work on any ordinary day shall notify an appropriate supervisor of their inability to attend, and such notice shall be given at the earliest possible time. Except where specifically provided such absences will be without pay.

PART 5 - WAGES AND WAGE RELATED MATTERS

5.1 Classification definitions

5.1.1 *Classification criteria*

- (a) "Classification criteria" are guidelines to determine the appropriate classification level under this Award and consist of characteristics and typical duties/skills.
- (b) The characteristics are the principal or primary guide to classification as they are designed to indicate the level of basic knowledge, a comprehension of issues, problems and procedures required and the level of responsibility/accountability of the position. The totality of the characteristics must be read as a whole to obtain a clear understanding of the essential features of any particular Level and the competency required.
- (c) The typical duties/skills are a non-exhaustive list of duties/skills that may be comprehended within the particular Level. They are an indicative guide only and at any particular Level employees may be expected to undertake duties of any Level lower than their own. Employees at any particular Level may perform/utilise one such duty/skill, or many of them, depending on the particular work allocated.
- (d) The key issue to be looked at in properly classifying an employee is the level of initiative, responsibility/accountability, competency and skill that the employee is required to exercise in the work they perform within the parameters of the characteristics and not the duties they perform per se. It will be noted that some typical indicative duties/skills appear at only one Level, whereas others appear in more than one Level with little apparent differentiation. However, when assigning a classification to an employee, or when reclassifying an employee, this needs to be done by reference to the specific characteristics of the Level. For example, whilst shorthand is first specifically mentioned in Level 2 (100wpm) in terms of typical

duties/skills, it does not mean that as soon as an employee performs any shorthand that they automatically become Level 2. They would achieve a level 2 classification when they have achieved the level of initiative, responsibility/accountability, skill and competency envisaged by the characteristics.

- (e) Level 1 in this structure is to be viewed as the level at which employees learn and gain competency in the basic clerical skills required by the employer, which in many cases, would lead to progress through the classification structure as their competency and skills are increased and utilised.

5.2 Classification Levels

All adult employees shall be classified in one of the following Levels:

5.2.1 Level 1

Employees shall be graded at this Level where the principal characteristics of their employment, as determined by the employer, are identified as follows:

Characteristics

Employees at this Level may include the initial recruit who may have limited relevant experience. Initially work is performed under close direction using established practices, procedures and instructions. Later, work is likely to be performed under routine supervision with intermittent checking.

Such employees perform routine clerical and office functions requiring an understanding of clear, straight forward rules or procedures. Problems can usually be solved by reference to established practices, procedures and instructions.

Employees at this Level are responsible and accountable for their own work within established routines, methods and procedures and the less experienced employee's work may be subject to checking at all stages. The more experienced employee may be required to give assistance to less experienced employees in the same classification.

Typical duties/skills

Indicative typical duties and skills of this Level may include:

- (a) Directing telephone callers to appropriate staff, issuing and receiving standard forms, relaying internal information and greeting of visitors e.g. reception, switchboard.
- (b) Telephonists involved in the manipulation of communication apparatus, including computerised keyboard/switchboard.
- (c) Maintenance of basic manual and/or computerised records.
- (d) Filing, recording, matching, checking and batching of accounts, records, invoices, orders, store requisitions etc.
- (e) Handling, recording or distributing mail including messenger service.
- (f) Simple stock control functions (e.g. seeing that the office or department has adequate supplies of stationery, standard printed forms, tea room amenities etc.) within clearly established parameters.
- (g) Copy typing and audio typing.
- (h) The routine operation of a range of equipment including adding machines, calculators, cash registers, facsimile and telex machines, photocopiers, guillotines, franking machines, switchboard, computerise radio/telephone equipment, or any other equipment to facilitate communications, paging systems, telephone/intercom systems, telephone answering machines.
- (i) The basic use of keyboard operated equipment including typewriters/computers, word processing, micro personal computers and attached printers.

5.2.2 Level 2

Employees shall be graded at this Level where the principal characteristics of their employment, as determined by the employer, are identified as follows:

Characteristics

This Level caters for the employees who have had sufficient experience and/or training to enable them to carry out their assigned duties under limited supervision.

Employees at this Level are responsible and accountable for their own work, with checking related to overall progress. In some situations detailed instructions may be necessary. Employees are required to exercise judgement and initiative within a broad range of their skills and knowledge.

The work of these employees may be subject to final checking and as required progress checking. Such employees may be required to check the work and/or provide guidance to other employees at a lower Level and/or provide assistance to less experienced employees at the same Level.

Typical duties/skills

Indicative typical duties and skills at this Level may include:

- (a) Responding to inquiries, where presentation and the use of interpersonal skills together with the acquisition of sound knowledge of the organisation's operations and services are a key aspect of the position, e.g. reception/switchboard.
- (b) Specialised operations of computerised radio/telephone equipment, micro personal computer and typewriter.
- (c) Word processing e.g. the use of a word processing software package to create, format, edit, correct, print and save text documents.
- (d) Stenographer/person solely employed to take shorthand at 100 words per minutes and to transcribe by means of appropriate keyboard equipment at 98% accuracy.
- (e) Copy typing and audio typing at 65 words per minute at 98% accuracy.
- (f) Maintenance of records and/or journals including initial processing and recording relating to the following:
 - reconciliation of accounts balance
 - incoming/outgoing cheques
 - invoices
 - debit/credit items
 - payroll data
 - petty cash imprest system
 - letters etc.
- (g) Secretarial - performing a broad range of clerical functions within this level.
- (h) Computer applications involving clerical skills at this Level, which may include one or more of the following functions:
 - create a data base/files/records
 - spreadsheet/worksheet
 - graphics
 - accounting/payroll file
 - following standard procedures and using existing models/fields of information.

5.2.3 *Level 3*

Employees shall be graded at this Level where the principal characteristics of their employment, as determined by the employer, are identified as follows:

Characteristics

Employees at this Level have achieved a standard to be able to perform specialised or non-routine tasks or features of the work.

Work is likely to be without supervision with general guidance on progress and outcomes sought and involves the application of knowledge with depth in some areas and a broad range of skills. Initiative, discretion and judgement are required in carrying out assigned duties.

Such employees may be required to give assistance and/or guidance (including guidance in relation to quality of work and which may require some allocation of duties) to employees in level 1 and 2 and would be able to train such employees by means of personal instruction and demonstration.

Typical duties/skills

Indicative typical duties and skills in this Level may include:

- (a) Prepare cash payment summaries, banking report and bank statements, calculate and maintain wage and salary records; follow credit referral procedures; apply purchasing and inventory control requirements; post journals to ledger etc. at a higher Level than at Level 2.
- (b) Provide detailed advice and information on the organisation's products and services; respond to client/public/supplier problems within own functional area utilising a high degree of interpersonal skills.
- (c) Secretarial - performing a broad range of clerical functions at a higher Level than at Level 2.
- (d) Apply computer software packages utilising clerical skills at a higher Level than at Level 2.

5.2.4 *Level 4*

Employees shall be graded at this Level where the principal characteristics of their employment, as determined by the employer, are identified as follows:

Characteristics

Employees at this Level will have achieved a level of organisation or industry specific knowledge sufficient for them to give independent advice and/or information to the organisation and clients in relation to specific areas of their responsibility.

Whilst not a pre-requisite a feature of this Level is responsibility for supervision of employees in lower Levels in terms of co-ordinating work flow, checking progress and resolving problems.

Judgement is required in planning and selecting appropriate equipment, services, techniques and work organisation for self and others.

They exercise initiative, discretion and judgement regularly in the performance of their duties. They are able to train employees in Levels 1 - 3 by personal instruction and demonstration.

Typical duties/skills

Indicative typical duties and skills in this Level may include:

- (a) Secretarial/Executive services - performing a broad range of clerical functions at a Level higher than at Level 3, which may include the following:
 - Maintain executive diary; attend executive/organisational meetings and take minutes; establish and/or maintain current working and personal filing systems for executive; answer executive correspondence from verbal or handwritten instructions.
- (b) Responsibility for the preparation of financial/tax schedules; calculation of costings and/or wage and salary requirements; completion of personnel/payroll data for authorisation; reconciliation of accounts to balance.
- (c) Advise on/provide information on one or more of the following:
 - (i) employment conditions;
 - (ii) workers compensation procedures and regulations;
 - (iii) superannuation entitlements, procedures and regulations.
- (d) Apply computer software packages utilising clerical skills at a Level higher than at Level 3.

5.3 Wages

5.3.1 *Adults*

The minimum weekly wage rate to be paid to an employee in the Southern Division shall be paid for all purposes of the Award. The weekly wage rate shall be calculated to the nearest 10 cents, with 5 cents or more being taken upwards.

Classification Level	Relativity	Total Rate Per Week \$
----------------------	------------	------------------------------

Level 1 -	year 1	88%	628.00
	year 2	90%	636.90
	year 3	92%	645.70
	year 4	94%	654.60
Level 2 -	year 1	96%	663.40
	year 2	98%	672.30
	year 3	100%	683.10
Level 3 -	year 1	107%	714.10
	year 2	110%	725.30
Level 4 -	year 1	112%	734.20
	year 2	115%	747.40

The percentage relativities relate to percentages applying before the application of the excess payments.

5.3.2 Juniors

The rates of pay for Junior employees shall be as follows:

Percentage of appropriate Minimum Adult Rate	%
15 and under 16 years of age	45
16 and under 17 years of age	50
17 and under 18 years of age	55
18 and under 19 years of age	65
19 and under 20 years of age	75
20 and under 21 years of age	85

Junior rates of pay are expressed as a percentage of the appropriate minimum adult rate in either levels 1 or 2, with the first pay point in levels 1 or 2 reflecting the wage rate upon which the Junior percentages above are calculated.

Whether the first pay point in Level 1 or 2 is used depends on whether the Junior is performing work which falls within Level 1 (in which case the first adult pay point of Level 1 is used) or any Level above Level 1, in which case the first adult pay point in Level 2 is used.

Once a Junior employee reaches 21 years of age this employee then must be slotted into the appropriate Level (1 to 4) and commence on the wage rate reflected by the first pay point at that Level.

5.3.3 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..

These wage rates recognise that employees are to be available to carry out a wider range of duties including work which is in connection with or incidental or peripheral to the main task or function.

5.3.4 *District allowances* - In addition to the minimum weekly wage rate the following district allowances shall apply:

Per Week	\$
Mackay	0.90¢
Northern	\$1.05

Junior employees shall receive the respective percentage of the wage rates, including these allowances, as prescribed in clause 5.3.2.

5.4 Allowances

5.4.1 Employees using own bicycle or motor vehicle

- (a) Employees who are required to use their own bicycle on the employer's business shall be paid an allowance of \$3.30 per week.
- (b) Employees who are required to use their own motor vehicle on the employer's business shall be paid a car allowance of 23.62¢ per kilometre provided that the maximum car allowance payable in any one week shall be \$56.64.

5.5 Occupational superannuation

5.5.1 In addition to the rates of pay prescribed, eligible employees, as defined herein, shall be entitled to occupational superannuation in accordance with the Sugar Manufacturers of Australia Retirement Trust (SMART) - the approved fund, subject to which the employer shall make payment to the occupational superannuation fund known as the Sugar Manufacturers of Australia Retirement Trust (SMART) for each employee in accordance with the Declaration of General Ruling handed down by the Full Bench of the Commission and contained in 124 QGIG 501-505.

5.5.2 The employer shall contribute on behalf of each eligible employee an amount calculated at 3% of the employee's ordinary time earnings as defined by the above declaration.

5.5.3 No employer shall be required to make, or prevented from making, contribution into more than one fund at any one time.

5.5.4 The employer and employee may agree to have the employee's superannuation contributions made to an approved superannuation fund, other than that specified in clause 5.5.1.

- (a) Any such agreement must be recorded in writing and signed by the employer and employee and kept on the employee's file.
- (b) A person must not coerce someone else to make an agreement.
- (c) Such agreement, where made, will continue until such time as the employer and employee agree otherwise, and shall be made available to relevant persons for the purposes of sections 371 and 373 (time and wage records) of the Act.
- (d) Any dispute arising out of this process will be handled in accordance with clause 3.1.

5.6 Payment of wages

5.6.1 Except where otherwise mutually agreed between the employer and the majority of employees, payment of wages shall be made by electronic funds transfer, either weekly or fortnightly. Where the payday falls on a holiday, the preceding business day shall be the payday for that period.

5.6.2 When an employee is discharged or terminates their employment, the employee shall be paid all monies due as soon as practicable and, in any case, within 24 hours, excepting where a Sunday or public holiday intervenes, in which case the employee shall be paid such monies not later than noon on the next succeeding working day.

5.6.3 Employees going on annual leave shall be paid for such annual leave before departure.

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

6.1 Hours of work

6.1.1 The ordinary hours of work shall be an average of 38 per week, to be worked on one of the following bases:

- (a) 38 hours within a work cycle not exceeding 7 consecutive days; or
- (b) 76 hours within a work cycle not exceeding 14 consecutive days; or
- (c) 114 hours within a work cycle not exceeding 21 consecutive days; or
- (d) 152 hours within a work cycle not exceeding 28 consecutive days; or
- (e) Nominal crush - maintenance season: Cycle.

6.1.2 *Spread of hours - day workers*

- (a) The ordinary hours of work for day workers shall not exceed 8 hours on any day which may be worked between 6.30 am and 6.30 pm on Monday to Friday inclusive:

Provided that where agreed between the employer and the majority of employees up to 10 ordinary hours may be worked on any day.

- (b) Where agreed between an employer and employee/s, individual employees or groups/sections of employees may have different starting and finishing times.
- (c) The ordinary daily hours of work prescribed herein shall be worked continuously, except for meal breaks and rest pauses.
- (d) Employees are required to observe the nominated starting time and finishing times for the working days, 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.

6.1.3 *Spread of hours - shift work*

Shift work may be worked according to a roster and conditions as agreed upon in writing between the employer and the Branch Secretary of the relevant Union.

6.2 Implementation of 38 hour week

- 6.2.1 The implementation of the 38 hour week in respect to clauses 6.1.2(a) to (d) above shall be in accordance with clause 6.2.2 and in respect to clause 6.1.1(e) it shall be in accordance with clause 6.3

Different methods of implementation of the 38 hour week may apply to individual employees, groups or sections of employees in the organisation concerned.

- 6.2.2 The 38 hour week shall be implemented on one of the following bases, most suitable to the particular employer, after consultation with, and giving reasonable consideration to the wishes of the employees concerned:

- (a) By employees working less than 8 ordinary hours each day; or
- (b) By employees working less than 8 ordinary hours on one or more days each work cycle; or
- (c) By fixing one or more work days on which all employees will be off during a particular work cycle; or
- (d) By rostering employees off on various days of the week during a particular work cycle, so that each employee has one workday off during that cycle.

Notwithstanding any other provision in clause 6.2.2, where the arrangement of ordinary hours of work provides for a rostered day off, the employer and the majority of employees involved, may agree up to a maximum of 6 rostered days off may be accrued. Where such agreement has been reached, the accrued rostered days off shall be taken within 12 calendar months of the date on which each rostered day off was accrued. Consent to accrue rostered days off shall not be unreasonably withheld by either party.

When the ordinary work cycle provides for a rostered day off, the rostered day off shall not fall on a public holiday, but shall be on the ordinary working day immediately before or immediately after the public holiday, or deferred in accordance with clause 6.2.2.

Accrued rostered time off not taken at the time of termination or dismissal shall be paid out at ordinary rate of pay.

6.3 Nominal crushing - maintenance season working arrangement

- 6.3.1 *Nominal crushing season* (Being the period of 26 weeks commencing on the first Monday of June in each year). The ordinary hours shall not exceed 40 in any week.

- 6.3.2 *Nominal maintenance season* (Being the period of 26 weeks commencing on the first Monday of December in each year). The ordinary working hours in the nominal maintenance season: shall not exceed 40 in any week.

- (a) For employees other than seasonal and other than those deemed to be seasonal as defined in clause 4.2 the ordinary working hours shall be worked in accordance with an agreed roster which shall provide for 9 ordinary working days or 72 ordinary working hours per fortnight. One day of such 2 weeks cycle shall be an unpaid rostered day off.

- (b) For seasonal employees and for employees deemed to be seasonal as defined in clause 4.2.4 the ordinary working hours shall be worked in accordance with an agreed roster which shall provide for 19 working days or 152 ordinary working hours per 4 weeks cycle. One day of such 4 weeks cycle shall be an unpaid rostered day off.
- (c) The unpaid rostered days off referred to above may be taken on any day of the week as agreed between the employer and employee (or group of employees):
- Provided that each employee has one unpaid rostered day off in their work cycle. Unless agreed, rostered days off shall be taken on a Monday or a Friday.
- (d) Where a rostered day off falls on a holiday as prescribed in clause 6.2 the rostered day off shall, unless otherwise agreed between the employer and employee/s, be taken on the next ordinary working day.
- (e) Notwithstanding any other provision in clause 6.3, the employer and the employee (or group of employees) may agree to accrue up to a maximum of 6 rostered days off, provided:
- (i) such arrangements are suitable to the organisation of work.
- (ii) accrued rostered days off shall be taken in a nominal maintenance season: within 12 calendar months of the date on which the first rostered day off was accrued.
- (f) Where, during the nominal maintenance season: as defined an employee works ordinary hours on a scheduled rostered day off while actual crushing operations are still in progress, payment for such work shall be at the appropriate ordinary rate and the employee shall be granted a rostered day off in lieu thereof prior to the commencement of the next crushing season. The rostered day off so granted shall be arranged and taken at a time mutually agreed between the employer and employee.
- (g) For the purposes of an average 38 hour working week in sugar mills, employees other than casuals shall be provided with unpaid rostered days off during the nominal maintenance season. To accommodate rostered days off the method of working ordinary hours and the method of payment shall be as follows:
- During the nominal maintenance season, as defined in clause 6.3.2, an employer shall be deemed to have paid the minimum weekly rates prescribed herein if:
- (i) in the case of an employee other than a seasonal or other than an employee deemed to be a seasonal in clause 4.2 the employee is paid a total of 2 weeks minimum pay over the 2 week cycle; and
- (ii) in the case of seasonal employees and employees deemed to be seasonal as defined in clause 4.2.4, the employee is paid a total of 4 weeks minimum pay over the 4 week cycle.
- (h) During the nominal maintenance season, as defined in clause 6.3.2, an employee other than a seasonal or other than an employee deemed to be a seasonal in clause 4.2.4, shall be paid for all ordinary hours worked each week at the weekly rate divided by 36 and seasonal employees and employees deemed to be seasonal in clause 4.2.4 shall be paid for all ordinary hours worked each week at the weekly rate divided by 38.
- (i) During the nominal crushing season as defined in clause 6.3, all employees shall be paid for all ordinary hours worked each week at the weekly rate divided by 40.
- (j) Seasonal
- (i) Seasonal employees or employees deemed to be seasonal in clause 4.2, shall be paid an allowance in lieu of rostered days off equivalent to 5% of their ordinary earnings (excluding disability and shift allowances) for the nominal crushing season. Such payment shall be made at the commencement of the annual close down or on termination, whichever is the earlier.
- (k) Other than seasonal
- (i) Employees, other than seasonal or employees deemed to be seasonal in clause 4.2.4 or casuals who are terminated during the nominal crushing season shall be paid an allowance in lieu of rostered days off equivalent of 5% of their ordinary earnings for the nominal crushing season.
- (ii) Employees, other than seasonal or employees deemed to be seasonal in clause 4.2.4 or casuals who are terminated during the nominal maintenance season: shall be paid an allowance based on a proportion of 5% of ordinary earnings for the nominal crushing season according to the following formula, using as an example an employee who is terminated after 10 weeks of the nominal maintenance season:

Period of nominal slack

<u>season remaining after date of termination</u> 26 weeks	X	5% of ordinary nominal crushing season earnings
equals		
<u>16 weeks</u> 26 weeks	X	5% of ordinary nominal crushing season earnings

(iii) For the purposes of clause 6.3.2(j)(iii), 1 day equals 0.2 of a week.

6.4 Overtime

6.4.1 All time worked in excess of the ordinary working hours of the ordinary working day, or before the ordinary starting time or after the ordinary ceasing time shall be calculated and paid for as overtime. Such payments shall be in addition to the actual or ordinary weekly wage paid to each employee.

- (a) All overtime, except as provided elsewhere, shall be paid for at one and a-half times the ordinary rate for the first 2 hours on any one day, after which double time shall be paid:

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

- (b) All work done on Sundays shall be paid for at the rate of double time, with a minimum of 2 hours' work or payment therefor.

6.4.2 No employee shall work overtime unless instructed to do so by their employer, and the payment for any overtime worked shall be adjusted and made at the next ensuing day of payment of such employee.

6.4.3 If an employee is required to continue or resume duty after the usual ceasing time, for more than one hour, at least one-half hour shall be allowed for a meal, and if it cannot be reasonably expected of the employee that they go to their home or lodgings for such meal, such employee shall be provided by the employer with a suitable meal or be paid \$9.60 in lieu thereof:

Provided that such employee may, in lieu of such meal allowance, be paid the amount of the fares ordinarily expended in going to their home or lodgings and returning to the employer's place of business:

Provided further that if an employee who is required to resume duty after the usual ceasing time and is required to work less than one hour's overtime, one full hour shall be paid for.

Clause 6.4.3 shall not apply if an employee is required to continue on at work after the usual ceasing time for not more than one hour.

6.4.4 All overtime worked by shift workers shall be paid for at double rates.

6.4.5 Employees under the age of 18 years shall not be allowed to work more than 5 hours' overtime in any one week.

6.4.6 When employees cease work and their usual means of transport are not available, the employer shall pay any reasonable additional amount incurred by that employee in reaching home.

6.4.7 An employee who works so much overtime between the termination of their ordinary work on one day and the commencement of their ordinary work on the next day that they have not at least 10 consecutive hours off duty between those times shall, subject to clause 6.4.7, be released after completion of such overtime until they have had 10 consecutive hours off duty without loss of pay for ordinary working time occurring during such absence. If on the instructions of their employer such an employee resumes or continues work without having had such 10 consecutive hours off duty, they shall be paid double rates then be entitled to be absent until they have had 10 consecutive hours off duty without loss of pay for ordinary working time occurring during such absence.

Clause 6.4.7 shall apply in the case of shift workers who rotate from one shift to another as if 8 hours were substituted for 10 hours when overtime is worked:

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

- 6.4.8 For the purpose of calculating all overtime under clause 6.4 the ordinary rate shall be the weekly rate divided by 38.
- 6.4.9 Overtime shall be calculated and paid to employees on the basis of the actual weekly rate of wages paid to the employee concerned.
- 6.4.10 Employees are to be available to work reasonable overtime. Problems experienced with respect to the working of overtime will be progressed in accordance with clause 3.1.

6.5 Rest pauses

Where practicable all employees shall be entitled to a rest pause of not less than 10 minutes' duration in the first and second half of their day's work. Such rest pauses shall be taken at such times as will not interfere with the continuity of work where continuity is necessary:

Provided that where there is agreement between the employer and the majority of employees concerned the rest pauses may be combined into one 20 minute rest pause to be taken in the first part of the ordinary working day, with such 20 minute rest pause and the meal break arranged in such a way that the ordinary working day is broken up into 3 approximately equal working periods.

6.6 Meal times

Employees shall be entitled to a meal break of a minimum of 30 minutes and maximum of 60 minutes to be taken any time between the fourth and sixth hours after the commencement of duty.

All time worked during meal times shall be paid for at double 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 their employment be entitled to annual leave on full pay of 4 weeks.

Such annual leave shall be exclusive of any public holiday which may occur during the period of this annual leave and (subject to clause 7.1.6) shall be paid for by the employer in advance:

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

7.1.3 If any employee shall be dismissed by their employer or voluntarily leaves their employment after any annual leave has become due, and without such leave having been taken, such employee shall be entitled in lieu thereof to a sum equal to salary computed at the rate of wages which they were earning at the date of such dismissal or leaving calculated in accordance with clause 7.1.6.

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 to them, an amount equal to 1/12th of their pay for the period of their employment calculated in accordance with clause 7.1.6.

7.1.5 If any such annual leave shall not have been taken as it falls due from time to time, such leave shall be cumulative from year to year for a period not exceeding 2 years.

7.1.6 *Calculation of annual leave pay*

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

- (a) *Shift workers* - Subject to clause 7.1.6(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 clause 7.1.6(c) in no case shall the payment of an employer to an employee be less than the sum of the following amounts:
 - (i) The employee's ordinary wage rates for the period of the annual leave (excluding shift premiums and weekend penalty rates);
 - (ii) A further amount calculated at the rate of 17.5% of the amounts referred to in clause 7.1.6(a)(i).

(c) Clause 7.1.6(b) shall not apply:

- (i) to any period or periods of annual leave exceeding 4 weeks; or
- (ii) where employers are already paying an annual leave bonus, loading or other annual leave payment which is not less favourable to employees.

7.1.7 Every employee will be given at least 4 weeks' notice by the employer of the time at which their annual leave is to commence:

Provided that less than 4 weeks' notice of the commencement of annual leave may be given by agreement between the employer and the employee.

7.2 Sick leave

7.2.1 Entitlement

- (a) Every employee, except casuals and school-based apprentices and trainees, is entitled to 64 hours' sick leave for each completed year of their employment with their employer.
- (b) This entitlement will accrue at the rate of 7.6 hours sick leave after each 6 weeks of employment.
- (c) Payment for sick leave will be made based on the ordinary number of hours that would have been worked by the employee if the employee were not absent on sick leave.
- (d) Sick leave may be taken for part of a day.
- (e) Sick leave shall be cumulative, but unless the employer and employee otherwise agree, no employee shall be entitled to receive, and no employer shall be bound to make, payment for more than 13 weeks' absence from work through illness in any one year.
- (f) Part-time employees accrue sick leave on a proportional basis.

7.2.2 Employee must give notice

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

7.2.3 Evidence supporting a claim

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

7.2.4 Accumulated sick leave

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

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

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

7.2.5 Workers' compensation

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

7.3 Family leave

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

7.3.1 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 .

7.3.2 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.

7.4 Bereavement leave

7.4.1 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 2 ordinary days of work. Proof of such death is to be furnished by the employee to the satisfaction of the employer.

7.4.2 Long-term casual employees

- (a) A long-term casual employee is entitled to at least 2 days unpaid bereavement leave on the death of a member of the person's immediate family or household in Australia.
- (b) A "long-term casual employee" is a casual employee engaged by a particular employer, on a regular and systematic basis, for several periods of employment during a period of at least 1 year immediately before the employee seeks to access an entitlement under clause 7.4.2.

7.4.3 "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.

7.4.4 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.

7.4.5 In the event of the death outside of Australia of an employee's, spouse father or mother, brother, sister, child or step child, and where such employee travels outside of Australia to attend such funeral, the employee shall be entitled to a maximum of 3 days leave without loss of pay on each occasion and on production of satisfactory evidence.

7.5 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 as amended from time to time.

7.6 Jury service

7.6.1 An 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 amount of wage they would have received in respect of the ordinary time they would have worked, had they not been on jury service.

7.6.2 An employee shall notify their employer as soon as possible of the date upon which they are required to attend for jury service. Further, the employee shall give their employer proof of their attendance, the duration of such attendance and the amount received in respect to such jury service.

7.7 Public holidays

7.7.1 Subject to clause 7.7.7 all work done by any employee on:

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

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

7.7.2 *Labour Day*

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

7.7.3 *Annual show*

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

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

7.7.4 *Double time and a-half*

For the purposes of clause 7.7, where the rate of wages is a weekly rate "double time and a-half" means one and a-half day's wages in addition to the prescribed weekly rate, or *pro rata* if there is more or less than a day.

7.7.5 *Stand down*

Any employee, with 2 weeks' or more of continuous service, whose employment has been terminated by the employer or who has been stood down by the employer during the month of December, and who is re-employed in January of the following year, is entitled to payment at the ordinary rate payable to that employee when they were dismissed or stood down, for any one or more of the following holidays, namely, Christmas Day, Boxing Day and New Year's Day.

7.7.6 The employer will give at least one clear day's notice to any employee required to work on a public holiday.

7.7.7 *Substitution*

Where there is agreement between the majority of employees in the enterprise or section or sections involved, and the employer, and subject to statutory limitations, other ordinary working days may be substituted for the public holidays specified in clause 7.7 other than Anzac Day and Labour Day:

Provided that, where an employee is subsequently required to work on such substituted day, the employee shall be paid the rate applicable for the holiday that has been substituted.

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

8.1 Travelling time and expenses

8.1.1 Employees transferred at the request of the employer or travelling under the employer's instructions shall be deemed to be working while so travelling, so far as they may be travelling during ordinary hours of duty.

8.1.2 All reasonable fares incurred by an employee whilst travelling on the employer's business shall be paid by the employer.

The fares allowed shall be:

- (a) On passenger coaches normal fare;
- (b) On trains first class (with sleeping berths if available); and
- (c) On passenger aircraft economy class.

8.1.3 Employees required within ordinary working hours, to travel in excess of 3.2 kilometres from the location where they are usually employed, shall be allowed reasonable return fares.

8.1.4 Employees required, in the course of the employee's work, to remain away from home overnight, shall be reimbursed by the employer for all reasonable expenses actually incurred in obtaining board and accommodation.

PART 9 - TRAINING AND RELATED MATTERS

9.1 Training

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 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.

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

10.1 Occupational health and safety

Employees are to comply with all safety regulations and other safety rules and procedures applying at the workplace, including use of protective clothing and equipment as required for specific circumstances.

Employees will recognise their obligations to provide a safe working environment, safe operating procedures and to establish and enforce all safety regulations.

10.2 Uniforms

In any establishment where employees are required to wear any special uniform, the employer will supply the uniform.

PART 11 - AWARD COMPLIANCE AND UNION RELATED MATTERS

Preamble

Clauses 11.1 and 11.2 replicate legislative provisions contained within . In order to ensure the currency of existing legal requirements parties are advised to refer to sections 366, 372 and 373 of 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 .
- (b) An authorised industrial officer is entitled to inspect such time and wages records of any former or current employee except if the employee:
 - (i) is ineligible to become a member of the Union; or
 - (ii) is a party to a QWA or ancillary document, unless the employee has given written consent for the records to be inspected; or
 - (iii) has made a written request to the employer that they do not want their record inspected.
- (c) The authorised industrial officer may make a copy of the record, but cannot require any help from the employer.
- (d) A person must not coerce an employee or prospective employee into consenting, or refusing to consent, to the inspection of their records by an authorised industrial officer.

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 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 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 or an authorised industrial officer in accordance with sections 372 and 373 of the Act.

11.3 Award posting

The employer must display a copy of this Award in a conspicuous and convenient place at the workplace where employees can easily read it.

Dated 17 June 2003.

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

Operative Date: 18 August 2003