

CITATION: *Cotton Gineries, Cotton Oil and Other Seed Oil Manufacturing Employees Award - State 2003*  
*Reprint of Award - 1 November 2010*  
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QUEENSLAND INDUSTRIAL RELATIONS COMMISSION

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

**COTTON GINNERIES, COTTON OIL AND OTHER SEED OIL  
MANUFACTURING 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 Cotton Gineries, Cotton Oil and Other Seed Oil Manufacturing 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 Cotton Gineries, Cotton Oil and Other Seed Oil Manufacturing Employees Award - State 2003 as at 1 September 2010.

Dated 1 November 2010.

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

**COTTON GINNERIES, COTTON OIL AND OTHER SEED OIL  
MANUFACTURING EMPLOYEES' AWARD - STATE 2003**

**PART 1 - APPLICATION AND OPERATION**

**1.1 Title**

This Award is known as the Cotton Gineries, Cotton Oil and Other Seed Oil Manufacturing Employees Award - State 2003.

**1.2 Arrangement**

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### 1.3 Date of operation

This Award takes effect from 14 April 2003.

### 1.4 Coverage

This Award applies to all employees and their employers engaged in or in connection with cotton ginneries and associated depots and cotton oil mills, or engaged in the extraction of oil from seed throughout the State of Queensland.

### 1.5 Definitions

1.5.1 The "Act" means the *Industrial Relations Act 1999*.

1.5.2 "Commission" means the Queensland Industrial Relations Commission.

1.5.3 "Union" means The Australian Workers' Union of employees, Queensland.

## **1.6 Area of operation**

For the purpose of this Award, the Divisions and Districts are 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 by that parallel of latitude due west to 147 degrees of east longitude; then by that meridian of longitude due south to 22 degrees 30 minutes of south latitude; then by that parallel of 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 by that parallel of latitude due west to 147 degrees of east longitude; then by that meridian of longitude due south to 22 degrees of south latitude; then by that parallel of latitude due east to the sea-coast; then by 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 by that meridian of longitude due north to 25 degrees of south latitude; then by that parallel of latitude due west to 147 degrees of east longitude; then by that meridian of longitude due north to the southern boundary of the Mackay Division.

Western District - The remainder of the Southern Division.

## **1.7 Parties Bound**

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

## **PART 2 - FLEXIBILITY**

### **2.1 Enterprise flexibility**

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

2.1.2 The consultative processes established in an enterprise in accordance with clause 2.1 may provide an appropriate mechanism for consideration of matters relevant to clause 2.1.1. Union delegates at the place of work may be involved in such discussions.

2.1.3 Any proposed genuine agreement reached between an employer and employee/s in an enterprise is contingent upon the agreement being submitted to the Commission in accordance with Chapter 6 of the Act and is to have no force or effect until approval is given.

## **PART 3 - COMMUNICATION, CONSULTATION AND DISPUTE RESOLUTION**

### **3.1 Grievance and dispute settling procedure**

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

- 3.1.1 In the event of an employee having a grievance or dispute the employee shall in the first instance attempt to resolve the matter with the immediate supervisor, who shall respond to such request as soon as reasonably practicable under the circumstances. Where the dispute concerns alleged actions of the immediate supervisor the employee(s) may bypass this level in the procedure.
- 3.1.2 If the grievance or dispute is not resolved under clause 3.1.1, the employee or the employee's representative may refer the matter to the next higher level of management for discussion. Such discussion should, if possible, take place within 24 hours after the request by the employee or the employee's representative.
- 3.1.3 If the grievance involves allegations of unlawful discrimination by a supervisor the employee may commence the grievance resolution process by reporting the allegations to the next level of management beyond that of the supervisor concerned. If there is no level of management beyond that involved in the allegation the employee may proceed directly to the process outlined at clause 3.1.5.
- 3.1.4 If the grievance or dispute is still unresolved after discussions mentioned in clause 3.1.2, the matter shall, in the case of a member of a Union, be reported to the relevant officer of that Union and the senior management of the employer or the employer's nominated industrial representative. An employee who is not a member of the Union may report the grievance or dispute to senior management or the nominated industrial representative. This should occur as soon as it is evident that discussions under clause 3.1.2 will not result in resolution of the dispute.
- 3.1.5 If, after discussion between the parties, or their nominees mentioned in clause 3.1.4, the dispute remains unresolved after the parties have genuinely attempted to achieve a settlement thereof, then notification of the existence of the dispute is to be given to the Commission in accordance with the provisions of the Act.
- 3.1.6 Whilst all of the above procedure is being followed, normal work shall continue except in the case of a genuine safety issue.
- 3.1.7 The *status quo* existing before the emergence of the grievance or dispute is to continue whilst the above procedure is being followed.
- 3.1.8 All parties to the dispute shall give due consideration to matters raised or any suggestion or recommendation made by the Commission with a view to the prompt settlement of the dispute.
- 3.1.9 Any Order or Decision of the Commission (subject to the parties' right of appeal under the Act) will be final and binding on all parties to the dispute.
- 3.1.10 Discussions at any stage of the procedure shall not be unreasonably delayed by any party, subject to acceptance that some matters may be of such complexity or importance that it may take a reasonable period of time for the appropriate response to be made. If genuine discussions are unreasonably delayed or hindered, it shall be open to any party to give notification of the dispute in accordance with the provisions of the Act.

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

### **4.1 Employment categories**

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

Employment categories are:

- (a) full-time;
- (b) casual (as prescribed in clause 4.2); or
- (c) seasonal (as prescribed in clause 4.3).

### **4.2 Casual employment**

- 4.2.1 A casual employee means an employee who is employed for less than 40 ordinary hours in any one week and is paid a loading of 25% in addition to the ordinary hourly rate of pay in clause 5.2.

### **4.3 Seasonal employment**

4.3.1 Seasonal employees means employees who are engaged from time to time to supplement the permanent work force. Upon termination such employees shall be entitled to the *pro rata* benefits of a full-time employee.

### **4.4 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)*.

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

4.5.1 An employee who is required to perform work on any day for which a higher rate of pay is prescribed in clause 5.2 shall 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 hour or less then payment of the higher rate for 4 hours.

### **4.6 Incidental or peripheral tasks**

4.6.1 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.

4.6.2 An employer may direct an employee to carry out such duties and use such tools and equipment as may be required provided that the employee has been properly trained in the use of such tools and equipment.

4.6.3 Any direction issued by an employer pursuant to clauses 4.6.1 and 4.6.2 shall be consistent with the employer's responsibilities to provide a safe and healthy working environment.

### **4.7 Anti-discrimination**

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

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

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

4.7.3 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.

4.7.4 Nothing in clause 4.7 is to be taken to affect:

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

### **4.8 Termination of employment**

4.8.1 *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.

#### 4.8.2 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.

#### 4.8.3 Notice of termination by employee

The notice of termination required to be given by a full-time or seasonal employee shall be two days. 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 amount the employee would have received under clause 4.8.2(d) for a maximum period of two days.

#### 4.8.4 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.

### 4.9 Introduction of changes

#### 4.9.1 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.

#### 4.9.2 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 4.9.1.
- (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.

## **4.10 Redundancy**

### *4.10.1 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 4.10.1(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.

### *4.10.2 Transfer to lower paid duties*

- (a) Where an employee is transferred to lower paid duties for reasons set out in clause 4.10.1 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 4.8.
- (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.

### *4.10.3 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 4.10.3, '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.

#### 4.10.4 *Time off during notice period*

- (a) Where a decision has been made to terminate an employee in the circumstances outlined in clause 4.10.1, 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.

#### 4.10.5 *Notice to Centrelink*

Where a decision has been made to terminate employees in the circumstances outlined in clause 4.10.1, 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.

#### 4.10.6 *Severance pay*

- (a) In addition to the period of notice prescribed for ordinary termination in clause 4.8.2(a), and subject to further order of the Commission, an employee whose employment is terminated for reasons set out in clause 4.10.1(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.

#### 4.10.7 *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.

#### 4.10.8 *Employee leaving during notice*

An employee whose employment is terminated for reasons set out in clause 4.10.1(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.



#### 4.10.9 *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.

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

Clause 4.10 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.

#### 4.10.11 *Employees exempted*

Clause 4.10 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
- (d) to seasonal employees.

#### 4.10.12 *Employers exempted*

- (a) Subject to an order of the Commission, in a particular redundancy case, clause 4.10 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.

#### 4.10.13 *Exemption where transmission of business*

- (a) The provisions of clause 4.10.6 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 (transmitter) to another employer (transmittee), in any of the following circumstances:
  - (i) where the employee accepts employment with the transmittee which recognises the period of continuous service which the employee had with the transmitter, and any prior transmitter, to be continuous service of the employee with the transmittee; or
  - (ii) where the employee rejects an offer of employment with the transmittee:
    - (A) in which the terms and conditions are substantially similar and no less favourable, considered on an overall basis, than the terms and conditions applicable to the employee at the time of ceasing employment with the transmitter; and
    - (B) which recognises the period of continuous service which the employee had with the transmitter and any prior transmitter to be continuous service of the employee with the transmittee.
- (b) The Commission may amend clause 4.10.13(a)(ii) if it is satisfied that it would operate unfairly in a particular case, or in the instance of contrived arrangements.

#### 4.10.14 *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.

### **4.11 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 The parties to this Award are committed to revising the existing classifications to create an Industry compatible and career-orientated Grading Structure that implements broadbanding based on the requirements of the Cotton Industry.

As such the parties:

- (a) Will finalise an agreed new career-orientated Grading Structure and associated definitions, and in doing so shall:
  - (i) establish participative mechanisms for the trialling of the new Grade Structure that will incorporate a monitoring and review of the trial;
  - (ii) agree upon the criteria and mechanisms for determining movement between levels within the new career-orientated Grade Structure.
- (b) Accept in principle that the descriptions of job functions within a new Structure will be more broadly and Cotton Industry based and generic.
- (c) Will co-operate in the transition from the existing classifications to the proposed new Structure to ensure that the transition take place in an orderly manner without creating false expectations or disputation.
- (d) Affirm that wage increases arising from broadbanding and adjustment of minimum rates are subject to absorption into existing overaward payments.
- (e) Recognise that in order to increase the efficiency, productivity and international competitiveness of the Cotton Industry, a greater commitment to training and skill development is required.

### **5.2 Wage rates**

5.2.1 The minimum rates of wages payable to employees in the Southern Division, Eastern District covered by this Award shall be:

Classification	Award Rate Per Week \$
<b>Ginnery Section -</b>	
Shift Foreperson	599.00
Leading Ginners, Leading Pressperson, Linterperson	594.80
Grab Lift Operator	620.10
Materials Handling Operator/Weighbridge operator	632.70
General Hands	594.00
Infield Loader employee	632.70
Cotton Gin Modular employee	627.10
<b>Oil Mill Section -</b>	
Shift Foreperson	599.00
Materials Handling Operator	632.70
Oil Refiner	602.20
Deodoriser	599.00
Linterperson	594.80
Expellerperson	613.00
Expellerperson's Assistant	596.90
General Hand, Pressperson, Fillerperson	594.00
Grab Lift Operator	620.60
<b>Materials Transfer Section -</b>	

Classification	Award Rate Per Week \$
Materials Handling Operator Grade I	632.70
Materials Handling Operator Grade II	638.40
Grab Lift Operator Grade I	620.60
Grab Lift Operator Grade II	623.70
General Hands	594.00

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.

#### 5.2.2 *Divisional and district allowances*

Employees employed outside the Southern Division, Eastern District shall be paid the following amounts in addition to the rates of wages in clause 5.2 for employees employed within that District -

	Adults 18 years of age and over Per week \$	Juniors under 18 years of age Per Week \$
Northern Division, Eastern District	1.05	0.53
Northern Division, Western District	3.25	1.63
Mackay Division	0.90	0.45
Southern Division, Western District	1.05	0.53

#### 5.3 **Junior employees**

	Percentage of Minimum Adult Rate %
Under 17 years of age	75
17 and under 18 years of age	85
Thereafter Adult rates	

Junior rates shall be calculated in multiples of 10 cents with any result of 5 cents or more being taken to the next highest 10 cent multiple.

#### 5.4 **Allowances**

5.4.1 In addition to the rates of pay set out in clause 5.2 employees shall be paid in addition to all other amounts due an allowance of \$24.10 per week which shall be treated for all purposes of this Award.

Such allowance shall be in compensation for all disabilities experienced in this particular industry.

5.4.2 A special allowance of 53.4 cents per hour shall be paid to employees who are required to work in bulk liquid tanks. This special allowance shall be paid for the purposes of confined space and shall be paid as for a minimum of 4 hours.

5.4.3 A special contingency payment of \$41.90 per week shall be paid to full-time employees who work at Moura and Cecil Plains, and a payment of \$60.70 per week shall be paid to full-time employees at Emerald and St. George:

Provided that employees engaged as "seasonal workers" shall be paid 30% of the relevant contingency allowance contained herein for full-time employees.

Such payment set out in clause 5.4.3 shall be a flat payment.

## **5.5 Payment of wages**

5.5.1 Payment of wages shall be made in cash weekly or fortnightly, provided where practicable and mutually agreed upon by the majority of employees and the employer, wages may be paid by electronic funds transfer into an employee's nominated bank or building society account or paid by cheque.

## **5.6 Occupational superannuation**

5.6.1 *Application* - In addition to any other entitlement pursuant to this Award, eligible employees as defined in clauses 5.6.2(b) and 5.6.5(b) shall be entitled to superannuation payments made by the employer into an approved occupational superannuation fund in accordance with the following provisions of clause 5.6.

5.6.2 *Definitions and Eligibility - Cotton Ginning and Cotton Storing Sectors*

(a) "The Approved Fund" means the Australian Rural Industries Superannuation Fund known as "AUSTSAFE" established by a Deed of Trust dated the 31st day of August 1988, and Rules thereto as amended.

(b) "Eligible employee" means any employee having served 4 calendar weeks in employment (*pro rata* in the case of a casual employee), who shall have occupational superannuation payments paid by the employer retrospective to the date of commencement of employment.

(c) "Ordinary time earnings" means and include:

(i) the full-time pay for ordinary hours worked, including any over-award payments;

(ii) any "all purpose" allowances or amounts including leading hand allowance; and

(iii) shift allowances, and additional amounts paid for shift work and ordinary time worked on Saturdays and Sundays.

5.6.3 *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, 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, including casual loading.

(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 26 weeks.

(d) No additional amount shall be paid by the employer for the establishment, administration, management or any other charges in connection with the fund.

(e) The employer shall remit contributions to the approved fund on a monthly basis.

(f) Eligible employees may personally contribute additional amounts to the fund in addition to the minimum employer contributions as set out in clause 5.6.3(a) by way of a 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.

5.6.4 *General*

Nothing in this Award shall act to diminish the rights and responsibilities of the trustees of the fund as set out in accordance with the Deed of Trust and Rules thereto as amended.

5.6.5 *Definitions and Eligibility - Seed Oil Manufacturing and Oil Seed Processing Sector*

(a) The "Approved Fund" means:

- (i) The Australian Rural Industries Superannuation Fund known as "AUSTSAFE" established by a Deed of Trust dated the 31st day of August 1988, and Rules thereto as amended.
- (ii) In relation to any particular employer, any other established Fund to which that employer was already actually making regular and genuine contributions in accordance with clause 5.6.5(a) on behalf of at least a significant number of that employer's employees covered by this Award as at 29 September 1989, and continues to make such contributions.

Provided that the making of a deposit, an initial or other contributions subsequent to 29 September 1989, but on a retrospective basis, in respect of any period up to and including 29 September 1989, shall not under any circumstances bring a Fund within the meaning of this provision. The mere signing and submission of any nomination for membership documents to trustees of a fund prior to 29 September 1989 does not bring a Fund within the meaning of this provision.

(b) "Eligible employee" means any employee having served 4 calendar weeks in employment (*pro rata* in the case of a casual employee), who shall have Occupational Superannuation payments paid by the employer retrospective to the date of commencement of employment.

(c) "Ordinary time earnings" means and include:

- (i) the full-time pay for ordinary hours worked, including any over-award payments;
- (ii) any "all purpose" allowances or amounts including leading hand allowance; and
- (iii) shift allowances, and additional amounts paid for shift work and ordinary time worked on Saturdays and Sundays.

#### 5.6.6 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, 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 weekly employees, or *pro rata* if less than a full week is worked, including casual loading.
- (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 26 weeks.
- (d) No additional amount shall be paid by the employer for the establishment, administration, management or any other charges in connection with the fund.
- (e) The employer shall remit contributions to the approved fund on a monthly basis.
- (f) Eligible employees may personally contribute additional amounts to the fund in addition to the minimum employer contributions as set out in clause 5.6.6(a) by way of a 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.

#### 5.6.7 General

Nothing in this Award shall act to diminish the rights and responsibilities of the trustees of the fund as set out in accordance with the Deed of Trust and Rules thereto as amended.

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

#### **6.1 Hours of work**

6.1.1 The ordinary working hours of all employees shall not exceed 40 per week or 8 per day Monday to Friday inclusive as mutually agreed in writing between the employer and the Secretary of the Union:

Provided that by further mutual agreement between the employer and the Union majority of employees the ordinary working hours shall not exceed 120 in 3 weeks.

## **6.2 Rest pauses**

6.2.1 All employees shall be entitled to 2 breaks of 10 minutes in each full day and one break of 10 minutes in each half day's work. The time for taking breaks to be mutually agreed upon:

Provided that rest pauses shall not be eliminated, but where agreed between the employer and the majority of employees in a section or on site, and subject to this local agreement being ratified by the Secretary of the Union, periods of work may be rearranged so that there is less disruption to certain work by moving the rest pauses and meal breaks.

## **6.3 Overtime**

6.3.1 All time worked outside the ordinary working hours as specified in clause 6.1 on any one day shall, except as hereinafter provided, be paid for at the rate of time and a-half for the first 3 hours and double time thereafter:

Provided that if employees are called upon to work overtime commencing on Saturday, they shall be paid at the rate of time and a-half for the first 3 hours and double time thereafter with a minimum of 4 hours work or payment therefor.

6.3.2 All work done on Sundays shall be paid for at double rates with a minimum of 4 hours work or payment therefor.

6.3.3 When an employee is called upon to work more than one hour before the normal commencing time or after the normal finishing time they shall be paid the sum of \$9.60 by the employer with which to purchase a meal.

6.3.4 Where an employee is called upon to work overtime for more than one hour after the ordinary ceasing time without notice on the previous day of the intention to work overtime, they shall be paid by the employer the sum of \$9.60 as meal money.

Where an employee has provided themselves with customary meals because of receipt of notice to work overtime in the event of the work not being done or ceasing before the respective meal time, they shall be entitled to an allowance of \$9.60 for each meal so provided. All overtime worked by night workers shall be paid at the rate of double time.

## **6.4 Shift work**

6.4.1 Employees shall be permitted to work shifts in accordance with the following systems:

(a) Two shift system

The employer shall have the right to alternate from one to the other of the following 2 methods in any section or sections of the plant. One week's notification to The Australian Workers' Union of employees, Queensland of such alteration shall be given.

The spread of hours shall be from 7.00 a.m. to 7.00 p.m. and 7.00 p.m. to 7.00 a.m. the ordinary hours of work shall not exceed 8 in any one day or 40 in any one week Monday to Friday inclusive.

(i) Employees who work between the hours of 7.00 a.m. to 7.00 p.m. shall be entitled to 3 rest pauses of 15 minutes duration and one lunch break of 30 minutes duration for which no deduction of pay shall be made, on the following basis:

7.00 a.m. - 10.00 a.m.  
10.15 a.m. - 12.15 p.m.  
12.45 p.m. - 3.00 p.m.  
3.15 p.m. - 5.15 p.m.  
5.30 p.m. - 7.00 p.m.

(ii) Employees who work between the hours of 7.00 p.m. and 7.00 a.m. shall be entitled to 3 rest pauses of 15 minutes duration and one lunch break of 30 minutes duration, for which no deduction of pay shall be made, on the following basis:

7.00 p.m. - 10.00 p.m.

10.15 p.m. - 12.15 a.m.  
12.45 p.m. - 3.00 a.m.  
3.15 a.m. - 5.15 a.m.  
5.30 a.m. - 7.00 a.m.

- (iii) Arrangements shall be made between the employer and the employees to ensure that the hours of each shift (including breaks) shall be so worked as to ensure the continuous operation of the ginneries and/or oil mill, and no deduction of pay shall be made by reason thereof.

(b) Three shift system

The hours of each shift shall be 8 hours including a break of 20 minutes for crib, arrangements being made between the employer and employees to do so without stopping the workings of the ginneries and/or oil mill, and no deduction being made from wages by reason thereof. Where it is impracticable to, continue the operations of any section of the ginneries and/or oil mill and give the employees twenty minutes break, the production shall cease for 20 minutes in that section. It shall be the employer's prerogative to decide whether any section must cease production.

6.4.2 The hours for working such shifts as are above specified shall be mutually agreed upon between the employer and the Union.

6.4.3 All employees other than those employees referred to in clause 6.4.1(a) shall be allowed a rest pause of 10 minutes in each half of each shift. The time for taking the rest pauses are to be mutually agreed upon so that the continuity of work shall proceed.

Provided that rest pauses shall not be eliminated but where agreed between the employer and the majority of employees in a section or on site, and subject to this local agreement being ratified by the Secretary of the Union, periods of work may be re-arranged so that there is less disruption to certain work by moving the smoko breaks and meal breaks.

6.4.4 All time worked on any day in excess of the hours specified in the foregoing conditions of shift work shall be paid for at double rates.

6.4.5 All employees required to work the afternoon and/or night shift shall be paid an additional \$9.70 per shift.

## **6.5 Oil mill shift employees**

All oil mill shift employees shall be allowed 20 minutes in each shift for crib, arrangements being made between the employer and the employees to do so without stopping the working of the mill and no deduction being made from wages by reason thereof.

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

### **7.1 Annual leave**

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

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

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

7.1.2 Such annual leave shall be exclusive of any public holiday which may occur during the period of that annual leave and (subject to clause 7.1.5) shall be paid for by the employer in advance:

(a) In the case of any and every employee in receipt immediately prior to that holiday 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 holiday to the employee from the date of the termination of the employment and shall forthwith pay to the employee in addition to all other amounts due to them, their pay, calculated in accordance with clause 7.1.5, for 4 or 5 weeks as the case may be and also their ordinary pay for any public holiday occurring during such period of 4 or 5 weeks.

7.1.4 If the employment of any employee is terminated before the expiration of a full year of employment, such employee shall be paid, in addition to all other amounts due to them, an amount equal to 1/9th of their pay for the period of their employment if they are a Shift Worker, and 1/12th of their pay for the period of their employment if they are a Day Worker, calculated in accordance with clause 7.1.5.

#### 7.1.5 *Calculation of annual leave pay*

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

##### (a) *Shift workers*

Subject to clause 7.1.5(c) the rate of wage to be paid to a shift worker shall be the rate payable for work in ordinary time according to the employee's roster or projected roster, including Saturday, Sunday or public holiday shifts.

##### (b) *Leading hands, &c.*

Subject to clause 7.1.5(c), leading hand allowances and amounts of a like nature otherwise payable for ordinary time worked shall be included in the wages to be paid to employees during annual leave.

##### (c) *All employees*

Subject to the provisions of clause 7.1.5(d), in no case shall the payment by an employer to an employee be less than the sum of the following amounts:

- (i) The employee's ordinary wage rate as prescribed by the award for the period of the annual leave (excluding shift premiums and week-end penalty rates).
- (ii) Leading hand allowance or amounts of a like nature;
- (iii) A further amount calculated at the rate of 17 1/2% of the amounts referred to in clauses 7.1.5(c)(i) and 7.1.5(c)(ii).

##### (d) Clause 7.1.5(c) does not apply to:

- (i) any period or periods of annual leave exceeding:
  - 5 weeks in the case of employees employed in a calling where 3 shifts per day are worked over a period of 7 days per week; or
  - 4 weeks in any other case.
- (ii) Employers (and their employees) who are already paying (or receiving) an annual leave bonus, loading or other annual leave payment which is not less favourable to employees.

7.1.6 Reasonable notice shall be given to each employee of such annual leave becoming due.

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

7.1.8 Should any public holiday occur on a working day on which a shift worker is rostered off duty, the employee concerned shall be paid an additional day's wage or an extra day shall be added to their annual leave.

## **7.2 Sick leave**

### 7.2.1 *Entitlement*

- (a) Every employee, except casuals, and school-based apprentices and trainees, is entitled to 8 days' sick leave for each completed year of their employment with their employer.
- (b) This entitlement will accrue at the rate of one day's 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 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 their employer of their 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 their employer a doctor's certificate, or other evidence to the employer's satisfaction, 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 their employer;
- (b) The employer or employee terminates the employee's employment and the employee is re-employed within 3 months; or
- (c) The employee's employment is terminated because of illness or injury and the employee is re-employed by the same employer without having been employed in the interim.

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

#### 7.2.5 *Workers' compensation*

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

### **7.3 Bereavement leave**

#### 7.3.1 *Full-time and part-time employees*

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

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

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

#### **7.4 Long service leave**

All employees covered by this Award are entitled to long service leave on full pay under, subject to, and in accordance with, the provisions of Chapter 2, Part 3, sections 42-58 of the Act as amended from time to time.

#### **7.5 Family leave**

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

7.5.1 It is to be noted that:

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

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

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

#### **7.6 Public holidays**

7.6.1 All work done by any employee on:

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

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

7.6.2 *Labour Day*

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

7.6.3 *Annual show*

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

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

No employee shall be entitled to receive more than one day per year as Show Day.

7.6.4 *Double time and a-half*

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

#### 7.6.5 *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, shall be entitled to payment at the ordinary rate payable to that employee when they were dismissed or stood down, for any one or more of the following holidays, namely, Christmas Day, Boxing Day and the 1st January (New Year's Day).

#### 7.6.6 *Extra payment for work in certain hours on holidays*

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

### 7.7 **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**

NOTE: No provisions inserted in this Award relevant to this Part.

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

### **9.1 Commitment to training**

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

- (a) the current and future skills needs of the Industry;
- (b) the size, structure and nature of the operations of the Industry;
- (c) the need to develop vocational skills relevant to the industry through both industry courses and courses conducted by accredited educational institutions and providers;

9.1.2 Accordingly, the parties commit themselves to:

- (a) developing a more highly skilled and flexible workforce;

- (b) providing employees with career opportunities through appropriate training to acquire additional skills;
- (c) developing co-ordinated training programs designed to cater for the new broad-banded Grading Structure with career-path advancement; and
- (d) removing barriers to the utilisation of skills acquired.

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

### **10.1 Clock**

A clock shall be placed in a place visible to all employees and kept in good working order.

### **10.2 Amenities**

The employer shall provide all necessary sanitary accommodation, change-rooms, bath-rooms, and a sufficient supply of boiling water at meal hours for employees.

## **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 Tickets**

The Employer shall, on the request in writing of any employee, pay to the Union out of the money due to such employee in respect of wages, the annual contribution of such employee as a member of the Union.

Dated 13 February 2003.

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

Operative Date: 14 April 2003