

QUEENSLAND INDUSTRIAL RELATIONS COMMISSION

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

**GRAINCO AUSTRALIA LIMITED AWARD - QUEENSLAND 2003**

Following the Declaration of the General Ruling for Overtime Meal Allowance (matter numbers B/2010/34 and B/2010/38), the Grainco Australia Limited Award - Queensland 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 Grainco Australia Limited Award - Queensland 2003 as at 1 January 2011.

Dated 1 March 2011.

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

**GRAINCO AUSTRALIA LIMITED AWARD - QUEENSLAND 2003**

**PART 1 - APPLICATION AND OPERATION**

**1.1 Title**

This Award is known as the Grainco Australia Limited Award - Queensland 2003.

**1.2 Arrangement**

Subject Matter	Clause No.
----------------	------------

**PART 1 - APPLICATION AND OPERATION**

Title	1.1
Arrangement	1.2
Date of operation	1.3
Coverage	1.4
Definitions	1.5
Area of operation	1.6
Parties bound	1.7

**PART 2 - FLEXIBILITY**

Enterprise flexibility	2.1
------------------------	-----

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

Grievance and dispute settling procedures	3.1
---	-----

**PART 4 - EMPLOYER AND EMPLOYEE'S DUTIES, EMPLOYMENT RELATIONSHIP AND RELATED ARRANGEMENTS**

Employment categories	4.1
Two or more classes of work	4.2
Piecework	4.3
Structural efficiency	4.4
Anti-discrimination	4.5
Termination of employment	4.6
Introduction of changes	4.7
Redundancy	4.8
Continuity of service - transfer of calling	4.9

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

Rates of wages	5.1
Payment of wages	5.2
Allowances	5.3
Occupational superannuation	5.4

**PART 6 - HOURS OF WORK, BREAKS, OVERTIME, SHIFT WORK, WEEK-END WORK**

Hours of work	6.1
Method of payment - 38 hour week	6.2
Rest pauses	6.3
Lost time	6.4
Overtime	6.5
Shift work	6.6

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

Annual leave	7.1
Leave entitlements	7.2
Sick leave	7.3
Bereavement leave	7.4
Long service leave	7.5
Family leave	7.6
Public holidays	7.7
Jury service	7.8

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

Transfer of employees	8.1
Accident and sickness	8.2
Transportation of employees and materials	8.3

**PART 9 - TRAINING AND RELATED MATTERS**

Commitment to training and careers	9.1
------------------------------------	-----

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

Accommodation standards	10.1
Washing time and protective paste	10.2
Goggles and masks	10.3
First aid	10.4

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

Right of entry	11.1
Time and wages record	11.2
Union encouragement	11.3

**1.3 Date of operation**

This Award takes effect from 18 August 2003.

**1.4 Coverage**

This Award shall apply to all employees of Grainco Queensland Co-operative Association Limited (trading as Grainco) and to all employees of contractors and sub-contractors who are engaged in the Intake and/or dispatch and/or storage and/or handling of Grain or Commodities or any occupations or operations or industries whose callings are covered by this Award and are ancillary to the business of Grainco at all places owned and/or controlled and/or operated by Grainco within the State of Queensland.

**1.5 Definitions**

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

- 1.5.2 A "Casual Employee" means an employee engaged by the hour and who may leave the Employer's service or be discharged at any time with no hours notice:

Provided that a Casual Employee shall be paid for at least 2 hours on engagement:

Provided further that it shall be stipulated at the commencement of the engagement whether the engagement is on a weekly or casual basis. If no such stipulation is made the engagement will be deemed to be on a weekly basis.

- 1.5.3 "Commission" means the Queensland Industrial Relations Commission.
- 1.5.4 "Commodities" means bulk products other than Grain.
- 1.5.5 "Depot" means any place at which Grain, seed or Commodities are received by the Employer from growers on delivery, or by road or rail for storage, handling or processing.
- 1.5.6 "Despatch" of wheat, other Grain, seed or Commodities means all work which is associated with the loading of wheat, other Grain, seed or Commodities into railway trucks, or other vehicles from Depots, sidings or terminals or other sites under the control of the Employer.
- 1.5.7 "Employer" means Grainco Queensland Co-operative Association Limited, trading as Grainco.
- 1.5.8 "Grain" means wheat, barley, triticale, maize, Grain sorghum, soybeans, safflower seed, sunflower seed, linseed, oats, rye, rapeseed, rice, field peas, lupins, millet, canaryseed and any other product of the soil considered to be Grain.
- 1.5.9 "Intake" of wheat, other Grain, seed or commodity means all work which is associated with the receiving and Stacking and/or storage of wheat, other Grain, seed or commodity which is delivered to Grainco at sites controlled and operated by the Employer.
- 1.5.10 "Stack", for the purpose of this Award, means a free standing, loose bag Stack of greater than 9 bags in height and designed to take at least 250 bags.
- 1.5.11 "Stacker" means an employee who is engaged on piecework and carries out the Stacking of loose bagged wheat, other Grains or Commodities at sites under the control of the Employer.
- 1.5.12 "Stacking" means the building of Stacks of loose, bagged seed wheat, other Grain or Commodities, whether in sheds or other storages selected by the Employer or onto road or rail transport to the specification of the Employer in accordance with the practice of past years.
- 1.5.13 "Union" means The Australian Workers' Union of Employees, Queensland.

## **1.6 Area of operation**

- 1.6.1 For the purpose of this Award, the Divisions and Districts shall be as follows:

(a) Divisions

(i) 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.

(ii) 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.

(iii) Southern Division

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

(b) Districts

- (i) 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.

- (ii) Southern Division - Eastern District

That part 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 Australian Workers' Union of Employees, Queensland and its members.

## **PART 2 - FLEXIBILITY**

### **2.1 Enterprise flexibility**

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

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

##### **4.1 Employment categories**

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

Employment categories are:

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

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

When any person on any one day performs 2 or more classes of work to which a differential rate fixed by any Award is applicable, such person, if employed for more than 4 hours on the class or classes of work carrying a higher rate, shall be paid in respect of the whole time during which the employee works on that day at the same rate, which shall be the highest rate fixed by any Award in respect of any of such classes of work, and if employed for 4 hours or less on the class or classes of work carrying a higher rate the employee shall be paid at such highest rate for 4 hours.

##### **4.3 Piecework**

- 4.3.1 The Employer may require that certain work defined in clause 4.3 be carried out and paid as piecework under the provisions of clause 4.3.

- 4.3.2 Where certain work not specifically defined under clause 4.3 lends itself to the working of piecework, arrangements for the payment of employees carrying out such work on a piecework or contract basis may be made by mutual agreement between the Employer and the employees concerned in consultation with the Union. Such arrangements may be made, notwithstanding clauses 5.1, 6.1 and 6.5.

##### **4.3.3 Bagged products**

- (a) Piecework payments for the Stacking of loose, bagged products are made in recognition of the skill required in building Stacks of a reasonable size to the Employer's requirements in a manner which ensures the Stack is stable, safe and the bagged product is not damaged or lost.
- (b) Subject to clauses 4.3.3(b) to 4.3.3(i) the piecework payment for the movement and Stacking of bagged product in a loose form on a piecework basis shall be 10 cents per bag.

This payment will be made in addition to the normal hourly rate an employee would receive for each hour worked in accordance with clauses 5.1, 6.1 and 6.5.

- (c) Where an employee receives and Stacks loose bagged wheat, other Grain or Commodities into a free standing Stack the rate payable per bag Stacked shall be dependant upon the source of the bags:
  - (i) If the source of the bags being Stacked requires another employee to break down a Stack, container, pallet, or load on road or rail transport the rate payable to the employee engaged in Stacking loose bags into the freestanding Stack shall be half the rate described in clause 4.3.3(b);
  - (ii) If the source of bags being Stacked does not require another employee to break down a load or Stack the rate payable to the employee engaged on a piecework basis in Stacking loose bags into a freestanding Stack shall be the rate described in clause 4.3.3(b) above. This rate will normally be restricted to situations where loose bags are delivered directly to a Stack from a bagging operation.
- (d) Where an employee breaks down a Stack, or a load of loose bags on road or rail transport or Stacks loose bags into containers, or onto road or rail transport on a piecework basis the piecework payment shall be half the rate per bag as described in clause 4.3.3(b) above.
- (e) Where an employee is engaged in the building or breaking down of pallets of bagged product on a piecework basis the piecework payment shall be one-quarter of the rate per bag as described in clause 4.3.3(b).
- (f) Where more than one employee is involved in any of the activities described in clause 4.3.3, the number of bags handled shall be apportioned between the employees involved on an agreed basis.
- (g) The rates described in clause 4.3.3 will be made in addition to the normal hourly rate an employee would receive in accordance with clauses 5.1, 6.1 and 6.5.
- (h) The piecework rates referred to in clause 4.3.3 shall not be altered for the purposes of overtime or any other penalty which may apply to the employee's base hourly rate of pay.
- (i) Piecework shall not be paid by the Employer under clause 4.3.3 where the bags handled are less than 40kg or more than 55kg. The rate for bags over 55kg shall be subject to discussion between the Employer and the Union.

#### 4.3.4 *Fertiliser sales*

Where an employee is engaged to sell fertiliser in bulk or in one tonne bags on a piecework basis at a site controlled by the Employer outside of normal operating hours, the following conditions shall apply:

- (a) It must be mutually agreed between the employee concerned and the Employer that piecework shall apply to fertiliser sales for a particular period.
- (b) The rate payable for fertiliser sold on piecework shall be \$4.00 per tonne at a facility with less than 100 tonnes of fertiliser storage and where the sale of fertiliser is carried out on a single employee basis using self emptying bins or units of storage.

Where fertiliser is sold using shed type storage of greater than 100 tonnes and involves the use of mobile equipment requiring more than one employee, the rate per tonne shall be \$4.00 per tonne shared between the employees involved.

- (c) Where an employee agrees to sell fertiliser outside normal working hours they shall be guaranteed a minimum payment of 2 hours at ordinary rates for each day.
- (d) Notwithstanding clause 4.3.4(c) of this subclause, where an employee has worked 8 or more normal hours or is eligible for payment of more than 2 hours overtime in any day, the guaranteed minimum payment referred to in clause 4.3.4(c) shall not apply.
- (e) Where an employee is required to return to the workplace on more than one occasion on any one day, under these arrangements the employee shall be paid a minimum of 2 hours at ordinary rates for the first occasion and at the rates referred to in clause 4.3.3(b) of this subclause on each subsequent occasion.
- (f) Where an employee is required to travel to a place of work not their normal place of work or a place to which they have been temporarily assigned to sell fertiliser on a piecework basis, they will be entitled to the travel allowance referred to in clause 5.3.5.

## 4.4 **Structural efficiency**

### 4.4.1 *Incidental or peripheral tasks*

- (a) 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.

- (b) 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 (where relevant).
- (c) Any direction issued by an Employer pursuant to clauses 4.4.1(a) and (b) shall be consistent with the Employer's responsibilities to provide a safe and healthy working environment.

#### **4.5 Anti-discrimination**

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

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

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

4.5.3 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.

4.5.4 Nothing in clause 4.5 is to be taken to affect:

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

#### **4.6 Termination of employment**

##### *4.6.1 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.

##### *4.6.2 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 two 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.

#### *4.6.3 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 amount the employee would have received under clause 4.6.2(d) for a period of notice of one week.

#### *4.6.4 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.

### **4.7 Introduction of changes**

#### *4.7.1 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.

#### *4.7.2 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 alternate employment).
- (b) The consultation must occur as soon as practicable after making the decision referred to in clause 4.7.1.
- (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.

### **4.8 Redundancy**

#### *4.8.1 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 4.8.1(a) and shall cover the reasons for the proposed terminations, measures to avoid or minimise the terminations and/or their adverse affects 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.

#### 4.8.2 *Transfer to lower paid duties*

- (a) Where an employee is transferred to lower paid duties for reasons set out clause 4.8.1 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 4.6.
- (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.

#### 4.8.3 *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 (transmitter) to another employer (transmittee), and an employee who at the time of such transmission was an employee of the transmitter 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 transmitter or any prior transmitter shall be deemed to be service of the employee with the transmittee.
- (b) In clause 4.8.3, '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.

#### 4.8.4 *Time off during notice period*

- (a) Where a decision has been made to terminate an employee in the circumstances outlined in clause 4.8.1, 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.

#### 4.8.5 *Notice to Centrelink*

Where a decision has been made to terminate employees in the circumstances outlined in clause 4.8.1, 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.

#### 4.8.6 *Severance pay*

- (a) In addition to the period of notice prescribed for ordinary termination in clause 4.6.2(a), and subject to further order of the Commission, an employee whose employment is terminated for reasons set out in clause 4.8.1(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.

#### 4.8.7 *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.

#### 4.8.8 *Employee leaving during notice*

An employee whose employment is terminated for reasons set out in clause 4.8.1(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.

#### 4.8.9 *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.

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

Clause 4.8 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.

#### 4.8.11 *Employees exempted*

Clause 4.8 shall not apply:

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

#### 4.8.12 *Employers exempted*

- (a) Subject to an order of the Commission, in a particular redundancy case, clause 4.8 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.

#### 4.8.13 *Exemption where transmission of business*

(a) The provisions of clause 4.8.6 are not applicable where a business is before or after the date of the insertion of this clause into the Award, transmitted from an employer (transmittor) to another employer (transmittee), in any of the following circumstances:

- (i) where the employee accepts employment with the transmittee which recognises the period of continuous service which the employee had with the transmittor, and any prior transmittor, to be continuous service of the employee with the transmittee; or
- (ii) where the employee rejects an offer of employment with the transmittee:
  - (A) in which the terms and conditions are substantially similar and no less favourable, considered on an overall basis, than the terms and conditions applicable to the employee at the time of ceasing employment with the transmittor; and
  - (B) which recognises the period of continuous service which the employee had with the transmittor and any prior transmittor to be continuous service of the employee with the transmittee.

(b) The Commission may amend clause 4.8.13(a)(ii) if it is satisfied that it would operate unfairly in a particular case, or in the instance of contrived arrangements.

#### 4.8.14 *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.

### **4.9 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 Rates of wages**

5.1.1 The general principles with respect to the classification of employees is guided by:

- (a) learning as a source of improved productivity;
- (b) providing incentives for learning;
- (c) achieving greater self-esteem; and
- (d) preparation of employees for other jobs in the organisation.

5.1.2 Employees will be trained to perform a wide variety of tasks (including equipment and facility operations, quality control, hygiene, storage techniques and procedures, receipt, distribution, warehousing and administration) in accordance with the Skills Development Programme.

In accordance with the Skills Development Programme, the Employer will train employees by courses, including courses that will enable employees to perform all task necessary in, or in connection with or incidental to, the operation of all plant and equipment, receipt, distribution and administration directly or indirectly involved with the Employer's business.

5.1.3 Employees shall be transferred from the previous classification structure to the new classification structure in accordance with Schedule A and shall be paid as follows:

Base Rate of Pay

Grade	Pay Point	Relativity %	Per Week \$
Grade 1	1	85	617.40
	2	90	638.30
	3	95	659.10
Grade 2	1	100	682.00
	2	102.5	692.50
Grade 3	1	105	702.90
	2	107.5	713.30
Grade 4	1	110	723.70
	2	112.5	732.20
Grade 5	1	115	742.60
	2	117.5	753.00
Grade 6		120	763.40

The above rates are fixed having regard to the conditions under which work is to be performed, including the presence of Grain and other dust, excluding circumstances which incur a penalty payment as described in clause 5.1.21.

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

- 5.1.4 Employees shall progress between grades in the classification structure after acquiring specific skills and participating in the programme provided in clauses 5.1.8 to 5.1.19 the "Skills Development Programme".

The second pay point in all Grades above Grade 1 are for transitional purposes only and will be phased out at an appropriate time.

- 5.1.5 Employees shall on commencement of employment with the Employer enter at Grade 1 Pay Point 1. Movement to Pay Point 2 within Grade 1 will occur following 6 months' continuous service with the Employer and movement to Pay Point 3 will be after a further 12 months' continuous service.

Where the employee has previously been employed by the Employer or can demonstrate skills required for a particular classification to the satisfaction of the Employer, they may be granted a provisional higher grading for a period of 6 months. After the expiration of 12 months, such an employee shall be reclassified in accordance with the Skills Development Programme.

- 5.1.6 An employee must complete at least 26 weeks of duty in each grade and pass the requisite practical and/or written tests to the required standard as laid out in the Skills Development Programme, before progression to the next level.

- 5.1.7 An employee must maintain the currency of any course undertaken or certificate obtained under the Skills Development Programme. Failure to do so may lead to the employee being reclassified to a lower grade.

#### 5.1.8 *Skills Development Programme*

The Employer is committed to the development and implementation of training programmes to extend the skills of employees. Employees will be given the opportunity to participate in the Programme and through such participation advance through the classification levels and gain additional remuneration. The Programme will be monitored by the Employer to ensure that it is effective and acceptable to the employees. Progression through the Programme shall be planned to give the employees the maximum opportunity. However, such progression may be constrained by operational requirements, training resources, the availability of equipment and safety factors.

Employees involved in the Programme will be required to assist in the training of other employees at lower levels than themselves.

- 5.1.9 "Schedule" refers to the training schedule of the Skills Development Programme. The schedule sets out the courses in the Skills Development Programme, the modules in each course and the courses that need to be

completed to qualify for each classification grade.

- 5.1.10 "Course" refers to a course of training related to a particular piece of plant or equipment, a skill, a process or a system. Each course shall consist of one or more modules.
- 5.1.11 "Module" refers to a component of a course. Each module will address the training needs of an aspect of the course and may require classroom, self-paced and/or on-the-job training and experience.
- 5.1.12 The Employer shall keep a register of each employee, containing details of the qualifications obtained by the employee in accordance with the Skills Development Programme. This record will be available to each employee for examination.
- 5.1.13 After the completion of the training in a module, the employee shall be assessed for proficiency according to pre-established criteria.

If the criteria laid out in the manual for any module is met by an employee, that employee shall be deemed to have successfully completed the module and shall be certified as such.

Any dispute in relation to assessment shall be referred to the Consultative Committee.

- 5.1.14 An employee may be given credit for a qualification not listed in the schedule where it is agreed that such qualification is at least equivalent to one of those prescribed in the Schedule.
- 5.1.15 From time to time, it will be necessary to add or delete modules, or to add or delete courses. The Employer shall not delete a module while any employee is engaged on that module.
- 5.1.16 Where the Employer seeks to add or delete modules or a course and the proposed change is not accepted by the employees concerned, the matter shall be discussed with the relevant manager with a view to resolving the matter.

If the matter cannot be resolved it shall be referred to the Consultative Committee.

- 5.1.17 The Consultative Committee shall use its best endeavours to resolve the matter. The major principle behind the Skills Development Programme is co-operation between the Employer and employees to ensure the Programme is effective for all involved.

Only if the Consultative Committee is unable to resolve the matter shall it be dealt with as a dispute under the settlement of disputes clause in this Award.

- 5.1.18 While the Skills Development Programme is primarily a voluntary programme, there are some courses and modules which are mandatory.

Mandatory courses shall include, but not be restricted to: induction (company culture and standards), first aid course and safety awareness, quality improvement process induction.

In addition, some courses or modules may be required to be successfully completed before an employee may progress to a higher level or may be prerequisites for an employee before the employee can undertake another course or module.

- 5.1.19 The schedule will be made available to all employees by the Employer at appropriate places and each employee shall be eligible to receive a copy of the schedule on request.

#### 5.1.20 *Casuals*

(a) A Casual Employee shall be paid 23% additional to the prescribed weekly wage for the classification in which such employee is engaged for the time engaged in such work. Each daily engagement shall stand alone, with a minimum payment as for 2 hours work made in respect to each engagement. Where applicable, a Casual Employee shall be further entitled to the provisions of overtime, week-end penalty rates and payment for work performed on public holidays.

(b) Provided also that in addition to the provisions of clause 5.1.20(a) above, a Casual Employee shall be further entitled to payment of any applicable Award allowances based *pro rata* on the number of hours worked in relation to the ordinary hours of the Award classification.

(c) Except in accordance with clauses 5.1.20(a) and (b), a Casual Employee shall not be entitled to any other Award provisions.

#### 5.1.21 *Work inside storages*

- (a) Employees required to work inside silos of all types, R & N type storages, dust collection plants, and Grain dryers, and whilst loading (other than by pneumatic equipment or equipment of a similar nature), or cleaning up operations are in progress, shall be paid at double rates for the time actually worked:  
Provided that where outloading of Grain or Commodities takes place, the above rates of payment shall commence and cease from the time the employee enters and leaves the relevant silo or storage rounded up to the nearest hour.
- (b) Employees engaged in the outloading of bulk Grain or Commodities from Perrin or other sheds shall be paid 10% additional to the prescribed weekly wage for the time engaged in such work.
- (c) Where employees are required to work in confined spaces or other work situations not covered in clauses 5.1.2(a) and (b), where dust or other environmental conditions warrant special consideration they shall be paid 10% additional to the prescribed weekly wage for the time engaged in such work. This payment will only be made where agreement has been reached between the Employer and the employees concerned on a case by case basis and may well depend on the Grain or commodity involved.

5.1.22 The Employer may require that certain work shall be carried out and paid as piecework under the provisions of clause 4.3 (Piecework).

## **5.2 Payment of wages**

- 5.2.1 Wages shall be paid on Friday, either weekly or fortnightly, according to customary procedure at date of this Award.
- 5.2.2 Casual Employees shall be paid all wages due within 15 minutes of ceasing work. If wages are not so paid all waiting time in excess of 15 minutes shall be paid for at ordinary rates, with a maximum of 8 hours' payment on any one day, unless the delay is caused by no fault of the Employer.
- 5.2.3 The Employer shall supply an itemised account of the employee's wages, either by notation on the pay envelope or by a separate statement given to the employee at time of payment. Such note or statement shall contain particulars of date of payment, period covered, rate of wages, hours worked, overtime, deductions and such other relevant items as may be prescribed from time to time by regulations under the Industrial Relations Act 1999.

## **5.3 Allowances**

### *5.3.1 Shift allowances*

- (a) In addition to the rates of pay prescribed by clause 5.1 (Rates of wages) of this Award, employees whilst engaged on a shift roster shall be paid:
  - (i) an additional allowance of 12.5% or \$9.70 whichever is the greater, for the afternoon shift; and
  - (ii) an additional allowance of 15% or \$9.70 whichever is the greater, for the night shift.
- (b) Shift allowance in both cases shall be calculated upon the employees' classification or grade normal hourly rate as prescribed by clause 5.1 of this Award for the ordinary hours of work for the shift.
- (c) No employees shall suffer any reduction to their current entitlement to shift allowance as a result of clause 5.3.1.

### *5.3.2 Accommodation and living away from home allowance*

#### **Temporary transfer**

When an employee is required by the Employer to work at a place of employment which is not their normal place of employment, and this requires the employee to remain away from their home or normal place of residence overnight, the Employer shall either:

- (a) Provide the employee with a reasonable standard of accommodation and meals; or
- (b) Provide the employee with accommodation of a standard as described in clause 10.1 and also pay the employee an allowance of \$11.00 per day for each day the employee is required to work at that place of employment. This allowance payment is in recognition of daily food costs incurred by the employee that exceed an estimate of normal daily home food costs of \$6.00 per day that are to be borne by the employee while living away from home; or
- (c) Where such accommodation and meals are not provided by the employee, the employee shall be paid a living

away from home allowance of \$84.00 per night. In respect of that part of the allowance that is in recognition of daily food costs incurred by the employee, the amount paid is the excess of the estimate of normal daily home food costs of \$6.00 per day that are to be borne by the employee while living away from home.

#### 5.3.3 *Training allowance*

Where an employee who is appropriately qualified is required by the Employer to carry out formal training of other employees in an instructor/module leader capacity, they will be paid 10% additional to the prescribed weekly wage for the time engaged in such work. The work to be included for the purposes of clause 5.3.3 shall include but not be restricted to training session development, conduct of formal training sessions, testing other employees for accreditation purposes, training planning and training evaluation. This allowance shall not be paid as a result of gaining training qualifications or for carrying out ordinarily required day to day on-the-job training.

#### 5.3.4 *Divisional and district allowances*

Adult employees in the Mackay Division shall be paid 90c per week and adult employees in the Eastern District of the Northern Division shall be paid \$1.05 per week in addition to the rates prescribed above.

Adult employees in the Western District of the Southern Division shall be paid \$1.05 per week and adult employees in the Western District of the Northern Division shall be paid \$2.20 per week in addition to the rates prescribed for the corresponding Eastern District.

#### 5.3.5 *Travelling allowance*

Where an employee is required by the Employer to work at a place of employment which is not their normal place of employment and this does not require an employee to remain away from their home or a normal place of residence overnight, the Employer shall pay a travelling allowance of \$10.00 per day:

Provided this allowance will only be paid in circumstances where the employee concerned is required to report for work at the ordinary starting time at a place not their normal place of work.

#### 5.3.6 Employees being transferred will also be eligible to claim travel costs to and once from the place to which they have been transferred each period of transfer:

Provided further that this allowance will not apply to employees who travel to an alternative work place not their own normal place of work in paid time.

#### 5.3.7 Where employees are required to work at a place of employment greater than 80 kilometres from their normal place of employment and they are transported to work in the Employer's vehicles, in their own vehicles, or by public conveyance, they shall be paid for all time so occupied in excess of the ordinary working hours at the rate of time and one-half for the first 4 hours and at the rate of double time thereafter:

Provided that the provisions of clause 5.3.7 shall not apply where employees are paid travel allowance under clauses 5.3.5 and 5.3.6 or where employees are transported to and from work at the beginning and/or end of the week and/or after a public holiday.

#### 5.3.8 If employees are authorised to use their own motor vehicle on the Employer's business the employees shall be paid an allowance of 43.3 cents per kilometre for the first 8000 kilometres and 27.4 cents per kilometre thereafter for the distance actually covered on the Employer's business.

#### 5.3.9 *Clothing allowance*

All employees shall be paid an allowance of \$4.80 per week in lieu of supply of clothing.

### 5.4 **Occupational superannuation**

#### 5.4.1 *Application*

In addition to the rates of pay prescribed by this Award, eligible employees, as defined herein, shall be entitled to Occupational Superannuation Benefits, subject to the provisions of clause 5.4.

#### 5.4.2 *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) Regular payment

The Employer shall pay such contributions to the credit of each such employee at least once each calendar month or in accordance with the requirements of the Approved Fund Trust Deed.

(c) Minimum Level of Earnings

As from 1 January 2005 no employer shall be required to pay superannuation contributions on behalf of any eligible employee in respect of any month during which the employee's ordinary time earnings, as defined, is less than \$450.00.

(d) Absences from work

Contributions shall continue to be paid on behalf of an eligible employee during any absence on paid leave such as annual leave, long service leave, public holidays, sick leave and bereavement leave, but no employer shall be required to pay superannuation contributions on behalf of any eligible employee during any unpaid absences except in the case of absence on workers' compensation.

(e) Other contributions

Nothing in clause 5.4 shall preclude an employee from making contributions to a fund in accordance with the provisions thereof.

(f) Cessation of contributions

The Employer shall not be required to make any further contributions on behalf of an eligible employee for any period after the end of the ordinary working day upon which the contract of employment ceases to exist.

(g) No other deductions

No additional amounts shall be required to be paid by the Employer for the establishment, administration, management or any other charges in connection with the fund other than the remission of contributions as prescribed herein.

#### 5.4.3 Definitions

- (a) "Approved Fund" means a Fund approved for the purposes of this Award by the Commission as one to which occupational superannuation contributions may be made by an Employer on behalf of an employee, as required by this Award. Such approved fund may be individually named or may be identified by naming a particular class or category.
- (b) "Eligible employee" shall mean any employee who has been employed by the Employer during 6 consecutive weeks and who has worked a minimum of 60 hours during that period. After completion of the above qualifying period, superannuation contributions shall then be made in accordance with clause 5.4.2(a) effective from the commencement of that qualifying period.
- (c) "Fund" means a superannuation fund satisfying the Commonwealth legislation for occupational superannuation and satisfying the superannuation fund conditions in relation to a year of income, as specified in the relevant Act and complying with the operating standards as prescribed by Regulations made under that Act. In the case of a newly established fund, the term shall include a superannuation fund that has received a notice of preliminary listing from the Insurance and Superannuation Commissioner.
- (d) "Ordinary time earnings" shall mean the actual ordinary rate of pay the employee receives for ordinary hours of work including any shift loading and leading hand, in-charge or supervisory allowances where applicable. The term includes any overaward payments as well as casual rates received for ordinary hours of work. Ordinary time earnings shall not include overtime, disability allowances, commission, bonuses, lump sum payments made as a consequence of the termination of employment, annual leave loading, penalty rates for public holiday work, fares and travelling time allowances or any other extraneous payments of a like nature.
- (e) "The existing Fund" shall mean Grainco Superannuation Fund and any subsequent Fund set up out of this Fund in any merger or takeover of Grainco specifically the Grain Co. Queensland Co-operative Association Limited Superannuation Fund.



#### 5.4.4 *Approved funds*

For the purposes of this Award an approved fund shall be:

- (a) Gro-Safe
- (b) Austsafe
- (c) As to employees who belong to the religious fellowship known as the Brethren, who hold a Certificate issued pursuant to section 115 of the Act any fund nominated by the Employer and approved by the Brethren.
- (d) Any fund agreed between an Employer and an employee who holds a Certificate issued pursuant to section 115 of the Act where membership of a fund cited in an award would be in conflict with the conscientious beliefs of that employee in terms of section 115 of the Act.
- (e) The existing fund.

#### 5.4.5 *Challenge of a fund*

- (a) An eligible employee being a member or a potential member of a fund, as well as the Union may by notification of a dispute challenge a fund on the grounds that it does not meet the requirements of this clause.
- (b) Notwithstanding that the Commission determines that a particular fund does not meet the requirements of clause 5.4, the Commission may in its discretion and subject to any recommendation, direction or order it may make, recognise any or all of the contributions previously made to that fund as having met the requirements or part thereof of clause 5.4.2 up to and including the date of that determination.
- (c) In the event of any dispute over whether any fund complies with the requirements of the clause, the onus of proof shall rest upon the Employer.

#### 5.4.6 *Fund selection*

- (a) The Employer shall be required to make or be prevented from making, at any one time, contributions into more than one approved fund. Such fund, other than a fund referred to in clauses 5.4.4(c), (d) and (e), shall be determined by a majority decision of employees.
- (b) Employees to whom clause 5.4 apply who as at 5 April 1991 are members of an established fund covered by clause 5.4.4(e) shall have the right by majority decision to choose to have the contributions specified in clause 5.4.2 paid into a fund as provided for elsewhere in clause 5.4.4 in lieu of the established fund to which clause 5.4.4(e) has application.
- (c) The initial selection of a Fund recognised in clause 5.4.4 shall not preclude a subsequent decision by the majority of employees in favour of another Fund recognised under that subclause where the long term performance of the Fund is clearly disappointing.

Where clause 5.4.6 has been utilised and as a result another approved fund is determined, access to a further re-appraisal of the fund for the purpose of favouring yet another fund shall not be available until a period of 3 years has elapsed after that utilisation.

#### 5.4.7 *Enrolment*

- (a) The Employer to whom clause 5.4 applies shall as soon as practicable as to both current and future eligible employees -
  - (i) notify each employee of the employee's entitlement to occupational superannuation;
  - (ii) consult as may be necessary to facilitate the selection by employees of an appropriate fund within the meaning of clause 5.4.4;
  - (iii) take all reasonable steps to ensure that upon the determination of an appropriate fund each eligible employee, receives, completes, signs and returns the necessary application forms provided by the Employer to enable that employee to become a member of the fund; and
  - (iv) submit all completed application forms and any other relevant material to the trustees of the fund.
- (b) Each employee upon becoming a member of a fund determined in accordance with clause 5.4 shall:
  - (i) complete and sign the necessary application forms to enable that employee to become a member of that

fund; and

- (ii) return such forms to the Employer within 28 days of receipt in order to be entitled to the benefit of the contributions prescribed in clause 5.4.2.
- (c) Where an Employer has complied with the requirements of clause 5.4.7(a) and an eligible employee fails to complete, sign and return the application form within 28 days of the receipt by the employee of that form, then that Employer shall:
  - (i) Advise the eligible employee that continuing failure to complete, sign and return such form within 14 days could jeopardise the employee's entitlement to the occupational superannuation benefit prescribed by clause 5.4
  - (ii) In the event that an eligible employee fails to complete, sign and return such application form within the specified period of 14 days be under no obligation to make any occupational superannuation contributions in respect of such eligible employee excepting as from any subsequent date from which completed and signed application form is received by the Employer.
  - (iii) In the event that an eligible employee fails to return a completed and signed application form within a period of 6 months from the date of the original request by the Employer, again advise that eligible employee in writing of the entitlement and that the receipt by the Employer of a completed and signed application form is a pre-requisite to the payment of any occupational superannuation contributions.
  - (iv) At the same time as advising the eligible employee pursuant to clause 5.4.7(c)(iii) submit both to the Chief Industrial Inspector, Brisbane and to the Union a copy of each letter forwarded by the Employer to the eligible employee pursuant to clause 5.4.7(c)(i) and (c)(iii).
- (d) Where the Employer fails to provide an eligible employee with an application form in accordance with clause 5.4.7(a)(iii) the Employer shall be obliged to make contributions as from the date an employee became an "eligible employee" if that occurs thereafter provided that an eligible employee completes, signs and returns to the Employer an application form within 28 days of being provided with the application form by the Employer. Where an eligible employee fails to complete, sign and return an application form within such period of 28 days the provisions of clause 5.4.7(c) shall apply.

#### **5.4.8 Unpaid contributions**

Subject to Chapter 11, Part 2, Division 5 of the Act and to clause 5.4.5, where the discretion of the Commission has been exercised, should it be established that the Employer has failed to comply with the requirements of clause 5.4.2 in respect of any eligible employee such Employer shall be liable to make the appropriate contributions retrospectively to the date of eligibility of the employee, plus an amount equivalent to the rate of return those contributions would have attracted in the relevant approved fund, or as necessary a fund to be determined by the Commission under clause 5.4.5, had they been paid on the due dates.

The making of such contributions satisfies the requirements of clause 5.4 excepting that resort to clause 5.4.8 shall not limit any common law action which may be available in relation to death, disablement or any similar cover existing within the terms of a relevant Fund.

#### **5.4.9 Record keeping**

The Employer shall be required to maintain records of time worked for the purposes of establishing the employee's entitlement to occupational superannuation, and of payments made to the approved Fund in similar form to time and wages records required to be kept in accordance with section 366 of the Act, and shall have such records available for inspection by an industrial inspector or officer of the Union, authorised pursuant to sections 371 and 373 of the Act.

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

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

- 6.1.1 The ordinary working hours of all employees shall be an average of 38 per week and may be worked on 5 days in the week Saturday to Friday subject to the following provisions.
- 6.1.2 The ordinary working hours shall be worked continuously except for meal breaks and rest pauses between 6.00 a.m. and 7.00 p.m. The spread of hours described herein may be altered as to all or a section of employees provided there is agreement between the Employer and the majority of the employees concerned:

Provided that ordinary hours worked outside the spread of hours shall be paid at overtime rates and will be deemed to be part of the ordinary hours of work for the purpose of clause 6.1.2.

6.1.3 Where employees are rostered to work on either Saturday or Sunday as ordinary hours the following provisions shall apply:

- (a) Ordinary hours of work on a Saturday or Sunday shall not be less than 8 hours on each day.
- (b) Ordinary hours worked on Saturdays and Sundays will be paid at time and one half.
- (c) No employee shall be required to work ordinary hours on a Sunday on more than 10 occasions in any 12 month period.
- (d) Where ordinary hours on a Saturday or Sunday are rostered by the Employer, the employee will be given at least 48 hours' notice of the intention to work ordinary hours on a Saturday or Sunday. Where such notice is not given work on a Saturday or Sunday shall be paid at overtime rates.
- (e) Where the working of a Saturday or Sunday in any week as ordinary hours requires the rostering off of alternative days in any week, at least 2 consecutive days off shall be given unless otherwise agreed between the Employer and the employee.
- (f) An employee may request the Employer to be excused from working on a Saturday or Sunday which the Employer has rostered for work as ordinary hours, where the employee has made a prior engagement which is unable to be broken. Consent for the employee to be excused under these circumstances shall not be unreasonably requested by the employee or withheld by the Employer.

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

Provided that where the ordinary working hours are to exceed 8 on any day, the arrangement of hours shall be subject to the agreement of Grainco and the majority of employees concerned:

Provided further that where any arrangement of ordinary hours exceed 8 on any day, the Union shall be notified in writing within 14 days of commencement under such arrangements.

6.1.5 For each 40 ordinary hours worked, an employee will accrue 2 hours towards a rostered day off.

Rostered days off so accumulated shall be taken on a regular basis at times agreed between the Employer and the employee.

Each employee shall accumulate rostered days off to a maximum of 5 days. Accrued rostered days off shall be taken within 6 calendar months of the date on which the rostered day off was accrued.

Employees who do not take accumulated rostered days off which accrue above the maximum level of 5 for reasons other than at the Employer's request, shall forfeit such accumulated days off.

Where due to the request of the Employer, an employee is unable to take rostered days off which accrue above the maximum of 5 days the employee shall be paid for such rostered days off at half time for the first 2 hours and time for the remaining 6 hours in addition to the normal payment for the rostered day or days.

Consent to accrue rostered days off shall not be unreasonably withheld by either party.

6.1.6 Employees shall be entitled to a meal break of a minimum of 30 minutes and a maximum of 60 minutes to be taken between the 4th and 6th hours from commencement of duties and at a time so as not to interfere with the continuity of work where continuity is necessary.

6.1.7 Employees are required to observe the nominated starting and finishing times for the work day including designated breaks to maximise available working time. Preparation for work, and cleaning up of the employees person shall be in the employees time.

## **6.2 Method of payment - 38 hour week**

### **6.2.1 Calculation of payment - ordinary hours**

Payment for ordinary hours shall be at 8 hours per day with an accrual of 24 minutes per day towards a paid rostered day off. An employee shall work up to 152 ordinary hours in a 4 week work cycle with one paid rostered day off during the cycle.

### **6.2.2 Absence from duty**

Where an employee is absent from duty (other than on annual leave, long service leave, public holidays, paid

sick leave, workers' compensation, bereavement leave or jury service) the employee shall, for each day absent lose ordinary pay for each such day calculated by dividing the employee's ordinary weekly wage rate by 5.

An employee who is absent for part of a day shall lose average pay for each hour the employee is absent by dividing the employee's ordinary weekly wage rate by 40.

#### **6.2.3 Annual leave**

An employee shall be entitled to a maximum of 13 rostered days off in any one year provided that no rostered day off or part thereof is accumulated during annual leave.

#### **6.2.4 Long service leave**

Where an employee takes long service leave the employee's entitlement to accrue towards a rostered day off shall cease. The employee shall not be entitled to a rostered day off during the period of long service leave.

#### **6.2.5 Sick leave, bereavement leave**

Employees are not eligible for sick leave or bereavement leave as prescribed in clauses 7.3 and 7.4 of this Award in respect of absences on rostered days off as such absences are outside their usual hours of duty.

### **6.3 Rest pauses**

Every employee covered by this Award shall be entitled to a rest pause of 10 minutes' duration in the Employer's time in the 1st and 2nd half of their daily work. Such rest pauses shall be taken at such times as will not interfere with continuity of work where continuity is necessary.

### **6.4 Lost time**

Except where otherwise provided for in this Award, the Employer shall not be liable for payment for time lost through any breakdown of machinery, wet weather, or for any other reason beyond the Employer's control, causing a stoppage of work for more than 4 hours.

### **6.5 Overtime**

6.5.1 All time worked before the ordinary starting time or after the ordinary ceasing time or in excess of 8 hours (or 10 hours if agreed under the provisions of clause 6.1) on any one day or 40 hours in any one week, shall be deemed overtime and be paid for at the rate of time and one-half for the first 2 hours on any one day and double time thereafter:

Provided that where overtime worked on a Saturday or Sunday is not contiguous with ordinary hours worked on a Saturday or Sunday:

(a) On Saturday shall be paid the rate of time and one-half for the first 2 hours and double time thereafter with a minimum of 3 hours work or payment therefore,

(b) On Sunday shall be paid at the rate of double time with a minimum of 3 hours work or payment therefore:

Provided further that all overtime worked on a Saturday or Sunday which is contiguous with ordinary hours worked on a Saturday or Sunday shall be paid at the rate of double time.

6.5.2 Where an employee has provided themselves with customary meals because of receipt of notice to work overtime, they shall, in the event of the work not being done or ceasing before the respective meal times be entitled to an allowance of \$12.10 for each meal so provided.

6.5.3 If an employee is required to work during the prescribed meal break period they will be paid for all time worked following the prescribed meal break period at the rate of double time until such employee is allowed a meal break of at least 30 minutes.

6.5.4 If an employee is required to continue working for more than one and one-half hours after completing 8 ordinary hours work, (or 10 ordinary hours if agreed under the provisions of clause 6.1) they shall be allowed 30 minutes for crib in the Employer's time, and if such overtime work continues beyond a further 4 hours, that employee shall be allowed a further crib break or crib breaks of 45 minutes in the Employer's time after each additional 4 hours overtime worked.

6.5.5 If an employee is required after leaving work on any day to return to the job for overtime work that employee shall be allowed a crib break of 30 minutes in the Employer's time after each continuous period of 4 hours overtime worked:

Provided that an employee who is required to commence work more than 2 hours but less than 4 hours prior to the ordinary starting time shall be allowed 30 minutes crib break at their ordinary starting time for which they shall be paid at ordinary rates.

- 6.5.6 If an employee is required to work overtime extending over a period of more than 9 ½, that employee shall be allowed a crib break of 30 minutes in the Employer's time, and, if the overtime continues for a further 4 hours or more, they shall be allowed a paid crib break of 45 minutes after each additional 4 hours overtime worked.
- 6.5.7 If an employee is required to continue working for more than one and one-half hours after completing 8 ordinary hours work (or 10 ordinary hours if agreed under the provisions of clause 6.1), they shall be supplied by the Employer with a reasonable meal or paid a meal allowance of \$12.10, and if such overtime work continues beyond a further 4 hours they shall be paid or be supplied by the Employer with a reasonable meal or paid a meal allowance on each occasion that a crib break is taken under clause 6.5.4.
- 6.5.8 Employees required to return for overtime work after having left the job at ordinary ceasing time shall be paid for a minimum of 4 hours at overtime rates.
- 6.5.9 Employees required to report for overtime work between midnight and 6.00 a.m. shall be paid at the rate of double time for all time so worked up to the ordinary starting time with a minimum of 4 hours.
- 6.5.10 Employees called out for emergency work shall be paid from the time of leaving home or camp/accommodation to commence that work up to the time of returning to home or camp/accommodation, provided they return within a reasonable time, with a minimum payment as for 2 hours at overtime rates.
- 6.5.11 Where an employee works so much overtime between the employee's ordinary ceasing time on one day and the employee's ordinary starting time on the following day that they have not had at least 10 consecutive hours (or 8 hours if working shift) off duty between those times, they shall save as hereinafter provided, be released from duty after completion of such overtime work until they have had 10 consecutive hours (or 8 hours in the case of shift work) off duty without loss of pay for ordinary time occurring during such absence. If on the Employer's instructions, such employee continues or resumes work without having had 10 consecutive hours (or 8 hours if working shift) off duty then they shall be paid at the rate of double time until released from duty for such period and shall then be entitled to be absent from work until the employee has had 10 consecutive hours (or 8 hours if working shift) off duty without loss of pay for ordinary time occurring during such absence:

Provided that where an employee is recalled to work after the ordinary ceasing time, overtime worked in such circumstances shall not be regarded as overtime for the purposes of clause 6.5.11 where the actual time worked is less than 2 hours on such recall or on each of such recalls:

Provided further that where a terminal employee is recalled to work after the ordinary ceasing time on the arrival of a Grain train at the terminal, overtime worked in such circumstances shall not be regarded as overtime for the purposes of clause 6.5.11 where the actual time worked is 3 hours or less in such recall.

- 6.5.12 Where an employee attends a training course sponsored by the Employer outside normal hours including Saturdays and Sundays but excluding public holidays, such time will be paid at the rate of single time:

Provided that time under clause 6.5.12 shall not exceed 8 hours in any one week, or 4 hours in any day:

Provided also that an employee shall be paid under clause 6.5.12 for a maximum of 80 hours in any calendar year. Employees are to be given reasonable notice of at least one week of training to be carried out under clause 6.5.12.

## **6.6 Shift work**

- 6.6.1 Shift work may be worked under this Award where, in the opinion of the Employer it is necessary to meet customer requirements or it is not reasonably practicable to carry on the operations of the Employer without such shift work.
- 6.6.2 Shift work will be worked in accordance with the conditions contained in clause 6.6 and on the basis of a roster agreed upon between the Employer and the majority of employees concerned.
- 6.6.3 *Two shift arrangements*

(a) Subject to the approval of the Employer, where employees are engaged on shift where a day shift (or day work) and afternoon shift roster is to be used to cover extended hours at a particular workplace, a majority of the employees concerned may voluntarily elect to alter the finishing time of the day shift (or day work) and the starting time of the afternoon or second shift, to suit local needs.

(b) Where a majority of affected employees make a voluntary election to alter their start and finish times and this

is approved by the Employer, the afternoon shift allowance will be paid for the second shift irrespective of the finishing time.

(c) However, where:

- (i) the Employer does not approve of a voluntary election or a majority of the employees concerned do not wish to make a voluntary election; or
- (ii) the shift start and finish times are determined by the Employer,

the usual shift allowance will apply as prescribed by this Award.

#### 6.6.4 *Shift hours of work*

The following hours shall be the hours of work for shift workers:

- (a) Day shift - a shift commencing at or after 6.00 a.m. and finishing at or before 7.00 p.m.;
- (b) Afternoon shift - a shift finishing after 7.00 p.m. and/at or before midnight;
- (c) Night shift - a shift finishing after midnight or where the majority of hours in the shift fall between midnight and 8.00 a.m.

#### 6.6.5 *Shift week*

Shifts may be worked on 5 days in the week Saturday to Friday.

#### 6.6.6 *Weekend shift*

Ordinary hours worked on any shift commenced after 7.00 p.m. Friday and before 6.00 a.m. Monday will be paid at the rate of time and one-half:

Provided that the provisions of clauses 6.1.3 and 7.1.7 of this Award shall apply.

#### 6.6.7 *Crib breaks*

Employees working shift work shall be allowed a crib break of 30 minutes without deduction of pay, to be taken at a time so as not to interfere with the continuity of work where continuity is necessary.

#### 6.6.8 *Overtime*

All overtime worked by employees working shifts will be paid at the rate of double time.

#### 6.6.9 *Other conditions*

Notwithstanding any provisions to the contrary contained within this Award, the following terms shall apply:

- (a) An employee on shift work may only be rostered for a maximum of 5 shifts each of 8 ordinary hours duration over the period of one week, Saturday to Friday inclusive. Where the working of shifts as ordinary hours on a Saturday or Sunday in any week requires the rostering off of alternative days in any week at least 2 consecutive days off shall be given unless otherwise agreed between the Employer and the employee.
- (b) The Employer shall notify employees of the intention to work shift work together with the details of the shift roster as soon as possible prior to the introduction of working shift work. A minimum of 48 hours' notice of the commencement of the shift work will be given to employees unless otherwise agreed between the Employer and the employees affected. Where the Employer fails to provide 48 hours' notice, the first shift following shall be paid at the rate of double time.
- (c) Where in the opinion of the Employer it becomes necessary to vary shift rosters in place they may be so varied with 24 hours' notice.
- (d) The Employer will consult with employees and the appropriate Union prior to the introduction of 3 shift arrangements at Port.

## **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 annual leave on full pay of 4 weeks.
- 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 7.1.7) shall be paid for by the Employer in advance:
- (a) In the case of any and every employee in receipt immediately prior to that leave of ordinary pay at a rate in excess of the ordinary rate payable under this Award at that excess rate; and
  - (b) In every other case, at the ordinary rate payable to the employee concerned immediately prior to that leave under this Award.
- 7.1.3 If the employment of any employee is terminated at the expiration of a full year of employment, the Employer shall be deemed to have given the leave to the employee from the date of the termination of the employment and shall forthwith pay to the employee in addition to all other amounts due to them, their pay, calculated in accordance with clause 7.1.7, for 4 weeks and also their ordinary pay for any public holiday occurring during such period of 4 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 1/12th of their pay for the period of their employment calculated in accordance with clause 7.1.7.
- 7.1.5 In the case of a pieceworker, payment for annual leave shall be computed on the guaranteed daily rate, as prescribed in clause 4.3, but a pieceworker shall not be entitled to any payment for annual leave unless they have been engaged continuously for a period of not less than 3 months.
- 7.1.6 At least one month's notice of the commencement of annual leave shall be given to the employee.

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.

7.1.7 *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 7.1.7(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 holiday shifts.
- (b) Leading hands, &c.- Subject to clause 7.1.7(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 7.1.7(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 clause 7.1.7.
- (d) Clause 7.1.7(c) shall not apply to the following:
  - (i) Any period or periods of annual leave exceeding:
    - 5 weeks in the case of employees employed in a calling where 3 shifts per day are worked over a period of 7 days per week; 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.

- 7.1.8 Where an employee works a Sunday as ordinary hours under the provisions of clause 6.1 of this Award, they shall be entitled to a further one-half day of annual leave for each Sunday worked as ordinary hours.

## **7.2 Leave entitlements**

### *7.2.1 Accrual rate*

The accrual rate for Annual Leave, Sick Leave, and any other form of paid leave to which an employee may be entitled on or after October 1, 1984, shall be calculated on the basis of a 38 hour working week.

### *7.2.2 Conversion of accrued leave*

All accumulated or accrued leave up to and including October 1, 1984, shall be credited on the basis of a 38 hour week and rates of pay applicable to such leave shall be calculated on the basis of a 38 hour divisor.

## **7.3 Sick leave**

### *7.3.1 Entitlement*

- (a) Every employee, except casuals, pieceworkers, and school-based apprentices and trainees, is entitled to 60.8 hours' sick leave for each completed year of their employment with their Employer .
- (b) This entitlement will accrue at the rate of 7.6 hours' sick leave after each 6 weeks of employment.
- (c) Payment for sick leave will be made based on the ordinary number of hours that would have been worked by the employee if the employee were not absent on sick leave.
- (d) Sick leave may be taken for part of a day.
- (e) Sick leave shall be cumulative, but unless the Employer and employee otherwise agree, no employee shall be entitled to receive, and no employer shall be bound to make, payment for more than 13 weeks' absence from work through illness in any one year.
- (f) Part-time employees accrue sick leave on a proportional basis.

### *7.3.2 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.

### *7.3.3 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.

### *7.3.4 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.

### *7.3.5 Workers' compensation*

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

## **7.4 Bereavement leave**

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



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

### 7.5 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 the Act as amended from time to time.

### 7.6 Family leave

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

#### 7.6.1 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.

#### 7.6.2 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.

### 7.7 Public holidays

#### 7.7.1 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.

### 7.7.2 *Labour Day*

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

7.7.3 Any employee who is required by their Employer to work on any of the foregoing holidays, and who fails to do so shall not be entitled to payment for such holidays unless the employee furnishes their Employer with a satisfactory excuse for the employee's failure to carry out the request of the Employer.

### 7.7.4 *Annual show*

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

7.7.5 All time worked on any of the aforesaid holidays 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.

### 7.7.6 *Stand down*

Any and every employee who, having been dismissed or stood down by their Employer during the month of December in any year, shall be re-employed by that Employer at any time before the end of the month of January in the next succeeding year shall, if that employee shall have been employed by that Employer for a continuous period of 2 weeks or longer immediately prior to being so dismissed or stood down, be entitled to be paid and shall be paid by their Employer (at the ordinary rate payable to that employee when so dismissed or stood down) for any one or more of the following holidays, namely Christmas Day, Boxing Day, and the first day of January occurring during the period on and from the date of the employee's dismissal of standing down to and including the date of the employee's re-employment as aforesaid.

### 7.7.7 *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" shall mean one and one-half day's wages in addition to the prescribed weekly rate or *pro rata* if there is more or less than a day.

## 7.8 **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**

### **8.1 Transfer of employees**

Due to the complexities of the Bulk Grain Handling Industry the Employer may require employees to transfer to places owned and/or controlled and/or operated by the Employer to gain experience in the Industry. Such transfers will include to and from Bulk Grain Terminals at Queensland Ports.

## **8.2 Accident and sickness**

8.2.1 When employees are injured or become seriously ill at work, the Employer shall provide transport to the nearest hospital, or pay any expenses incurred in such transport.

## **8.3 Transportation of employees and materials**

8.3.1 All vehicles used by the Employer for the transportation of employees shall be fitted with properly and safely secured seating and adequate waterproof covering.

8.3.2 All materials, tools or equipment transported on any vehicle on which employees are transported at the same time, shall be securely and safely fixed in a separate compartment on such vehicle.

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

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

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

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

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

## **10.1 Accommodation standards**

10.1.1 The following standards shall be met on accommodation supplied by the Employer:

- (a) Sleeping accommodation shall not be provided for more than 2 workers in any one room.
- (b) Where the duration of temporary transfer for an employee is likely to be in excess of 3 months, single accommodation will be provided.
- (c) All sleeping accommodation will be fitted with either ceiling fans or air conditioning. Air conditioning will be installed in all quarters where dust or other environmental factors make it necessary, provided that all sleeping accommodation smaller than 17.28 cubic metres shall be air conditioned.
- (d) All s used for sleeping accommodation shall be fully lined and floors shall be covered with suitable floor coverings.
- (e) Reasonable cupboard space shall be provided for each employee.
- (f) Employees shall be supplied with beds not less than 900 millimetres wide and 1940 millimetres long.
- (g) Employees shall be issued with keys and/or locks to make personal accommodation secure.
- (h) Accommodation shall be so designed to provide proper relief from weather by way of placement and coverage by awnings and shall be screened to prevent the entry of insect pests.
- (i) Each room shall have one ceiling light and two 3-point electric sockets.
- (j) The Employer shall provide a washing machine and adequate supplies of hot water on the basis of one washing machine for each 15 employees or lesser number together with 2 wash tubs for 8 employees or lesser number.
- (k) Shower units with dressing space completely protected from the weather shall be provided at the ration of one per 8 employees or lesser number. Hot and cold water shall be available to each shower unit.

The bathroom shall be placed in a position as to prevent any pollution of drinking water, and such bathroom shall be properly drained and maintained in a clean and hygienic condition.

- (l) Toilets shall be provided at the ration of one to every 8 employees; a urinal may be substituted for a toilet where the number of male employees exceeds 8 provided that the rate of urinals to toilets does not exceed one to one.
- (m) Kitchen facilities provided by the Employer shall comprise as a minimum 2 stainless steel sink units connected to hot and cold water, cupboard space for the hygienic storing of cooking and eating utensils and food, a minimum of 100 litres of refrigeration per person for the storage of perishable foodstuffs, adequate bench and table space for preparation and taking of meals, 2 power outlets, gas or electric ovens and hot plates and/or fryers to the equivalent of 4 hot plates/gas rings and a grill for each 6 employees and adequate ceiling lighting.

10.1.2 All new accommodation facilities erected and used by the Employer shall meet these requirements. The Employer shall have a period of 3 years from 1 January 1990 to upgrade those accommodation facilities currently in use to the standards specified in this clause 10.1.1.

#### 10.1.3 *Transfer*

When an employee has been notified by the Employer of a transfer from one place of employment to another place of employment for the needs of the industry, and such transfer necessitates the changing of the employee's usual place of residence, the following conditions shall apply:

- (a) The Employer shall reimburse to the employee all reasonable costs associated with the conveyance of the employee's furniture and effects. (The Union and the Employer shall determine an administrative procedure for reimbursing these costs).
- (b) The Employer shall reimburse to the employee reasonable costs of the transferring of the employee and his or her family, either by way of travelling allowance as prescribed in clause 5.3.5 of this Award, for the use of the employee's car or the employee may claim for reimbursement of transfer costs for the employee and the employee's family by another means.
- (c) The Employer shall provide to the employee on arrival at the new location either -
  - (i) Reasonable accommodation at the Employer's expense; or
  - (ii) Resettlement allowance of \$70.00 per week;for a maximum period of 3 months after the date of transfer from their previous place of employment.
- (d) The employee may claim reasonable incidental or additional expenses related to settlement from the Employer.

10.1.4 The Employer may deduct from the wages of any employee to whom accommodation has been supplied the cost of any damages caused to accommodation or of any articles supplied to that employee as are not returned in good order and condition, fair wear and tear expected, upon demand being made by the person in charge.

### **10.2 Washing time and protective paste**

Employees after using seed dressing preparations shall be allowed 5 minutes in the Employer's time prior to a meal break or conclusion of a day's work for washing purposes, and the Employer shall provide a suitable oil, detergent or soap for such purposes.

If so requested by an employee, the Employer shall provide hand protective paste when such employee is required to handle seed dressing preparations.

### **10.3 Goggles and masks**

Goggles and breathing masks shall be supplied by the Employer when requested by the employee.

### **10.4 First aid**

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

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

#### *11.1.5 Conduct*

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

entry.

## **11.2 Time and wages record**

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

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

11.2.2 The time and wages record must also contain:

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

11.2.3 The Employer must keep the record for 6 years.

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

## **11.3 Union encouragement**

### **Preamble.**

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

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

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

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

#### *11.3.2 Union delegates*

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

- (b) The Employer shall not unnecessarily hinder accredited Union delegates and/or job representatives in the reasonable and responsible performance of their duties.

### 11.3.3 Deduction of union fees

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

#### Schedule A

New Grade	Pay Point	Existing Classification	Current Rate plus (Dust + Inc)	New Rate	Relativity
					%
One	1			354.60	85
	2			375.50	90
	3			396.30	95
Two	1	Terminal Operator Grade 6	416.28	417.20	100
		Terminal Operator Grade 7	409.98		
		Labourer	409.98		
	2	Assistant Silo Operator	419.58	427.60	102.5
Three	1	Assistant Classifier	432.18	438.10	105
		Silo Attendant	433.48		
	2	Terminal Operator Grade 5	447.48	448.50	107.5
		Supply Officer	449.48		
Four	1	Fumigator	457.78	458.90	110
		Fumigator's Assistant	451.58		
		Terminal Operator Grade 3	460.28		
		Terminal Operator Grade 4	457.78		
		Articulated Truck Driver	459.48		
	2	Classifier (< = 5 Employees)	460.28	469.40	112.5
Five	1	Classifier (> 5 Employees)	477.48	479.80	115
		Foreman Fumigator	477.48		
		Terminal Operator Grade 2	472.08		
	2	Terminal Operator Grade 1	491.28	490.20	117.5
Six		Depot Manager	499.91	500.60	120
New Grade	Pay Point	Existing Classification	Absorbable Broadbanding Increase \$	Increase 1/6/93 \$	Increase 1/9/93 \$
One	1		0.00		
	2		0.00		
	3		0.00		
Two	1	Terminal Operator Grade 6	0.92	0.92	0.00
		Terminal Operator Grade 7	7.22	2.00	2.00
		Labourer Assistant Silo	7.22	2.00	2.00
	2	Operator	8.02	2.00	2.00
Three	1	Assistant Classifier	5.92	2.00	2.00
		Silo Attendant	4.62	2.00	2.00
	2	Terminal Operator Grade 5	1.02	1.02	0.00
		Supply Officer	(-0.98) 0.00	0.00	0.00
Four	1	Fumigator	1.12	1.12	0.00
		Fumigator's Assistant	7.32	2.00	2.00
		Terminal Operator Grade 3	(-1.38) 0.00	0.00	0.00
		Terminal Operator Grade 4	1.12	1.12	0.00
		Articulated Truck Driver	(-0.58) 0.00	0.00	0.00
	2	Classifier (< = 5	9.12	2.00	2.00

		Employees)			
Five	1	Classifier (> 5 Employees)	2.32	1.00	1.32
		Foreman Fumigator	2.32	1.00	1.32
		Terminal Operator Grade 2	7.72	2.00	2.00
	2	Terminal Operator Grade 1	(-1.08) 0.00	0.00	0.00
Six		Depot Manager	0.69	0.69	0.00
New Grade	Pay Point	Existing Classification	Increase 1/1/94 \$		
One	1				
	2				
	3				
Two	1	Terminal Operator Grade 6	0.00		
		Terminal Operator Grade 7	3.22		
		Labourer	3.22		
	2	Assistant Silo Operator	4.02		
Three	1	Assistant Classifier	1.92		
		Silo Attendant	0.62		
	2	Terminal Operator Grade 5	0.00		
		Supply Officer	0.00		
Four	1	Fumigator	0.00		
		Fumigator's Assistant	3.32		
		Terminal Operator Grade 3	0.00		
		Terminal Operator Grade 4	0.00		
		Articulated Truck Driver	0.00		
	2	Classifier (< = 5 Employees)	5.12		
Five	1	Classifier (> 5 Employees)	0.00		
		Foreman Fumigator	0.00		
		Terminal Operator Grade 2	3.72		
	2	Terminal Operator Grade 1	0.00		
Six		Depot Manager	0.00		

Dated 17 June 2003.

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

Operative Date: 18 August 2003.