

QUEENSLAND INDUSTRIAL RELATIONS COMMISSION

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

SHEARING INDUSTRY AWARD - STATE 2003

Following the Declaration of the General Ruling in the 2010 State Wage Case (matter numbers B/2010/20 and B/2010/21), the Shearing Industry Award - State 2003 is hereby reprinted, pursuant to s. 698 of the *Industrial Relations Act 1999*.

I hereby certify that the Award contained herein is a true and correct copy of the Shearing Industry Award - State 2003 as at 1 September 2010.

Dated 1 November 2010.

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

SHEARING INDUSTRY AWARD - STATE 2003

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This Award is known as the Shearing Industry Award - State 2003.

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1.3 Date of operation

This Award takes effect from 6 October 2003.

1.4 Coverage

1.4.1 This Award shall apply to all employees whose rates of pay are prescribed by this Award engaged in the shearing industry in the State of Queensland.

1.4.2 This Award shall not apply to work done by the following classes of persons, unless otherwise specified:

- (a) The owner of the property at which sheep are shorn and/or crutched;
- (b) The owner of the sheep shorn and/or crutched;
- (c) The owner of the wool shorn and/or crutched;
- (d) Members of the Family of persons referred to in clauses 1.4.2 (a), 1.4.2 (b) and 1.4.2(c);
- (e) Members of the Employer's Family;
- (f) The manager and/or overseer of the property at which shearing and/or crutching takes place;
- (g) *Bona fide* students, including overseas exchange students, of a recognised university, college, rural or pastoral training school, or high school, who work on station properties in order to gain work experience during the course of their studies.

1.5 Definitions

For the purposes of this Award the following terms are assigned their respective meanings:

- 1.5.1 The "Act" means the *Industrial Relations Act 1999* as amended or replaced from time to time.
- 1.5.2 "Commission" means the Queensland Industrial Relations Commission.
- 1.5.3 "Double Fleeced" means a sheep not shorn by the expiration of 15 calendar months from the last shear.
- 1.5.4 "Full Crutching" means shearing the inside part of the legs, between the legs, and around and above the tail, and in addition when required:
 - Removing wool that has been struck by blow-fly; and/or
 - Lifting the bottom leg and shearing the leg prior to turning the sheep to complete the shearing around and above the tail; and/or
 - Giving up to 2 blows above the tail.
- 1.5.5 "Learner" means a shearer or intending shearer who has shorn less than 10,000 sheep.
- 1.5.6 "Members of the Family" and "Members of the Employer's Family" means a spouse, *de facto* spouse, father, mother, brother, sister, child or step-child.
- 1.5.7 "Rams" means Rams over 6 months old.
- 1.5.8 "Ram Stags" means Rams which have been castrated after having attained the age of 12 months.
- 1.5.9 "Stud Ewes" means ewes from which Rams are bred for sale or station use or ewes which have distinguishing stud marks.
- 1.5.10 *Employer*

For the purpose of clause 10.1, the owner of the property on which the sheep are shorn shall be deemed to be the employer.

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

1.6 Area of operation

For the purposes of this Award, the Divisions and Districts shall be as follows:

1.6.1 Divisions

(a) 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.

(b) 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.

(c) Southern Division

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

1.6.2 Districts

(a) Northern Division - Eastern District

That portion of the Northern division along or east of 144 degrees 30 minutes of east longitude.

(b) Western District

The remainder of the Northern Division.

(c) Southern Division - Eastern District

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

1.7 Parties bound

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

PART 2 - FLEXIBILITY

2.1 Enterprise flexibility

2.1.1 As part of a process of improvement in productivity and efficiency, discussion should take place at 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 terms of clause 2.1 may provide an appropriate mechanism for consideration of matters relevant to 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 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 3.1.5.
- 3.1.4 If the grievance or dispute is still unresolved after discussions listed in 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 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 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 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 Contract Agreement

In any Contract Agreement made under this Award the maximum number specified shall not exceed the minimum number specified by more than 1/4th of the minimum number specified.

In all Contract Agreements made under this Award the average number of shearers shall be specified.

None of the operations to be carried on or functions to be exercised, so far as regards sheep or their wool, or on the property, shall be permitted by the employer except after an agreement in one of the Agreements provided for in the Schedules to this Award has been signed, and in accordance with the terms and conditions of this Award.

The owner shall be responsible for the payment of all wages due to employees by contractors up to the extent of the contract.

4.3 Conduct of employees

All employees shall conduct themselves properly on the station.

No employee shall, if the employer so directs, bring or cause to be brought or, so far as the employee can help it, allow to be brought on the property any intoxicating liquor or illegal drug or substance.

An employer shall have the right to confiscate any intoxicating liquor brought on to the property without permission:

Provided that such employee's confiscated property shall be returned to them at the completion of the shed.

4.4 Supervision

All operations to which this Award applies shall be carried on under the direction of the employer or the person in charge of the shed (in this Award called the "overseer").

4.5 Shed representative

- (a) In respect of any shearing or crutching operation conducted pursuant to this Award, the employees engaged for that operation may, either prior to the commencement of that operation or at smoko on the first day fixed for operations elect one of their number to be the shed representative of all the employees engaged in that operation in respect of any negotiations with the employer, whether in relation to Award observance or otherwise:

Provided that the election of any such representative under clause 4.5 shall not derogate from the rights or obligations of the Union to represent the interests of the employees as provided for in this Award or pursuant to the Act.

- (b) If the shed representative should vacate office or become unavailable for the remainder of the anticipated period of the operations the employees may elect another of their number to perform the functions referred to in clause 4.5(a).

4.6 Premium

No person shall offer, give or accept any premium, bonus, commission, or deposit of any kind to or from any person in or in connection with any promise of employment.

4.7 Shearing procedure

The employee shall carefully take the sheep from the pen to the board and firstly remove the belly wool and lay it aside.

In opening the fleece at the neck and the belly, the handpiece or both blades of the shears (if used) shall be kept under the wool and close to the skin in order to avoid second cuts.

The employee shall not run the handpiece or shears (if used) through the fleece causing it to break down the centre or the back.

The employee shall shear over the tail on the first side when opening up, both in respect of shearing and crutching if so required, and shall not break the fleece by treading on it or standing on it when standing up after completion of the long blow and preparing to clean around the head.

4.8 Tallies

- 4.8.1 (a) The employer shall cause the total daily tally of sheep shorn or crutched by each shearer or crutcher to be posted before the commencement of work on the following day.

- (b) The requirement of clause 4.8.1(a) shall be deemed to be complied with by the employer either causing tallies to be recorded on a tally board or in the shed tally book:

Provided that employees are provided with ready access to same.

- (c) The employer shall at the conclusion of the shearing or crutching, on an individual basis, provide each employee with particulars of the total number of sheep shorn and/or crutched at the shed.

4.9 Wet sheep

- 4.9.1 (a) The shed overseer and the shed representative (or the employee's representative where no shed representative has been elected) may agree to halt shearing or crutching operations if the sheep are too wet to shear or crutch;
- (b) An employee who is honestly of the opinion that shearing or crutching wet sheep is likely to be injurious to personal health may refuse to shear or crutch such sheep if the overseer is so informed;
- (c) If in the honest opinion of the majority of shearers or crutchers, by vote on a secret ballot, it is determined that the sheep are too wet to shear or crutch;
- (d) The employer may elect not to pen sheep for shearing or crutching which in the employer's honest opinion are too wet for shearing or crutching;
- (e) The employer may halt shearing or crutching when in the employer's honest opinion the sheep are too wet to shear or crutch or the wool shorn is too wet for competent classing or satisfactory pressing.

Timeworkers shall not be entitled to payment for any time lost through such halting of work.

4.10 Yarding of sheep

The employer shall, unless prevented by fire, flood, drought, unforeseen or unavoidable cause, yard the sheep for shearing or crutching at least 4 hours before the time of their being shorn or crutched.

4.11 Ill-treatment of sheep

- 4.11.1 No employee shall kick, kneel upon or otherwise injure or ill-treat any sheep and if the employee seriously injures any sheep, or cuts the teat of any ewe or pizzle of any ram or whether, the employee shall immediately report the fact to the person in charge of the shed:

Provided that the sheep may, at the option of the employer:

- (a) be kept by the employer; or
- (b) if fit for food, charged to the mess account at the mess rate; or
- (c) if unfit for food, charged against the employee's earnings.

4.12 Working conditions

- 4.12.1 No employer shall permit barrowing during "smokos" or meal hours.

4.12.2 Board

The employer shall provide a minimum space of 1.75m on the board in all shearing sheds for each shearer or crutcher:

Provided that such minimum space shall be 1.5m in any shed constructed or re-constructed prior to 1 October 1962.

4.12.3 Cancerous sheep

The employer shall, as far as practicable, keep cancerous sheep from entering the shed and (unless properly treated with an antiseptic) any sheep that has an offensive wound or sore other than from maggots.

4.12.4 Catching sheep

While an employee's pen is being filled the employee shall not catch any sheep therefrom, but shall catch from such pen as the overseer may direct.

No sheep shall be caught or brought onto the board after the signal to cease work has been given.

The overseer shall not permit any employee to violate this provision.

4.12.5 *Injured sheep*

An employee who badly cuts a sheep shall dress the wound as directed by the overseer.

4.12.6 *Learners*

Of every 5 pens at shearing operations one at least shall be given to a Learner.

It shall be obligatory on such Learner to produce to the employer, owner, or any authorised representative of any of the parties to this Award, if and when required a certificate in Schedule 5 of this Award from the previous employer certifying to the number of sheep shorn:

Provided that until a Learner has shorn 3,000 sheep the minimum rate of payment thereto shall be at least that as prescribed for an adult shed hand (with less than 65 days' experience) in clause 5.1.3 of this Award.

The whole of the provisions of clause 4.12.6 shall not apply to stud sheep shearings.

4.12.7 *Pens*

Lots shall be drawn for pens prior to the commencement of work.

All employees shall abide by the result of the draw.

4.12.8 *Pressers*

The presser:

- (a) shall press with all reasonable dispatch in a competent and efficient manner all wool shorn at the shed.
- (b) shall press bales in the manner and to the weight (as nearly as practicable) directed by the overseer.
- (c) shall weigh and brand such bales as the overseer may direct.
- (d) may refuse to press wool if it is affected with prickly-pear unless the employer provides such basil gloves and coverings as the employee requires.

4.12.9 *Provision of sheep*

The employer shall, unless prevented by fire, flood, drought, or any unforeseen or unavoidable cause, keep employees fully supplied with sheep until the conclusion of the shearing or crutching.

4.12.10 *Refusal to shear*

An employee may refuse to shear or crutch sheep:

- (a) If they are cancerous or (unless properly treated with an antiseptic) suffering from any offensive wound or sore other than from cancerous maggots:

Provided that the employee shall, if requested by the overseer, finish shearing or crutching a sheep when such shearing or crutching has commenced; or
- (b) If they are suffering from any disease communicable to the employee:

Provided that any employee who refuses to shear sheep shall immediately inform the shed overseer of such refusal; or
- (c) If they are affected with prickly-pear, unless the employer provides the employee with such basil gloves and coverings as the employee requires.

4.13 Two or more classes of work

4.13.1 An employee who has mixed functions (eg. as presser and shed hand) shall be treated for the purposes of pay calculation as if the engagement were only for the performance of such of the functions as carries the higher minimum rate under this Award.

4.13.2 For the purposes of clause 4.13 the functions of weighing, branding and stacking bales shall be treated as functions of shed hands.

4.13.3 An employer may direct an employee to perform any duties that are reasonably within the limits of the employee's skill, competence or training.

4.13.4 An employer may request an employee to perform any work in respect of which a lower rate of pay than that applicable to the employee's classification:

Provided that the pay of any such employee shall not be altered by reason of performing lower paid work:

Provided further that the employee shall be obliged to comply with any such request.

4.14 Stand down of employee

4.14.1 An employer may stand down any employee without pay on any day, or for part of any day, on which the employee cannot be usefully employed because of the occurrence of anything for which the employer is not responsible or over which the employer has no control.

4.14.2 An employee so stood down shall be advised accordingly by the employer.

4.15 Anti-discrimination

4.15.1 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.

4.15.2 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.

4.15.3 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.

4.15.4 Nothing in 4.15 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.

4.16 Termination of employment

4.16.1 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.

4.16.2 Termination by employer

- (a) An employer may dismiss an employee only if the employee has been given the following notice:

| Period of Continuous Service | Period of Notice |
|---|------------------|
| Not more than 1 year | 1 week |
| More than 1 year but not more than 3 years | 2 weeks |
| More than 3 years but not more than 5 years | 3 weeks |

More than 5 years

4 weeks

- (b) In addition to the notice in (a) above, employees 45 years old or over and who have completed at least 2 years' continuous service with the employer shall be entitled to an additional week's notice.
- (c) Payment in lieu of notice shall be made if the appropriate notice is not given:
- Provided that employment may be terminated by part of the period of notice specified and part payment in lieu thereof.
- (d) In calculating any payment in lieu of notice the minimum compensation payable to an employee will be at least the total of the amounts the employer would have been liable to pay the employee if the employee's employment had continued until the end of the required notice period. The total must be worked out on the basis of:
- (i) the ordinary working hours to be worked by the employee; and
 - (ii) the amounts payable to the employee for the hours including for example allowances, loadings and penalties; and
 - (iii) any other amounts payable under the employee's employment contract.
- (e) The period of notice in this clause shall not apply in the case of dismissal for misconduct or other grounds that justify instant dismissal, or in the case of a casual employee, or an employee engaged by the hour or day, or an employee engaged for a specific period or tasks.

4.16.3 *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 4.16.2(d) for a period of notice of one week.

4.16.4 *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.

4.17 Introduction of changes

4.17.1 *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.

4.17.2 *Employer's duty to consult over change*

- (a) The employer shall consult the employees affected and, where relevant, their Union or Unions about the introduction of the changes, the effects the changes are likely to have on employees (including the number and categories of employees likely to be dismissed, and the time when, or the period over which, the employer intends to carry out the dismissals), and the ways to avoid or minimise the effects of the changes (e.g. by finding alternative employment).
- (b) The consultation must occur as soon as practicable after making the decision referred to in clause 4.17.1.
- (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.

4.18 Redundancy

4.18.1 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 4.18.1(a) and shall cover the reasons for the proposed terminations, measures to avoid or minimise the terminations and/or their adverse effects on the employees concerned.
- (c) For the purpose of the consultation the employer shall, as soon as practicable, provide in writing to the employees concerned and, where relevant, their Union or Unions, all relevant information about the proposed terminations including the reasons for the proposed terminations, the number and categories of employees likely to be affected, the number of workers normally employed and the period over which the terminations are likely to be carried out:

Provided that any employer shall not be required to disclose confidential information, the disclosure of which would be adverse to the employer's interests.

4.18.2 Transfer to lower paid duties

- (a) Where an employee is transferred to lower paid duties for reasons set out in clause 4.18.1 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 4.16.
- (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.

4.18.3 Transmission of business

- (a) Where a business is, whether before or after the date of insertion of this clause in the Award transmitted from an employer (transmittor) to another employer (transmittee), and an employee who at the time of such transmission was an employee of the transmittor of the business, becomes an employee of the transmittee:
 - (i) the continuity of the employment of the employee shall be deemed not to have been broken by reason of such transmission; and
 - (ii) the period of employment which the employee has had with the transmittor or any prior transmittor shall be deemed to be service of the employee with the transmittee.
- (b) In clause 4.18.3, '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.

4.18.4 Time off during notice period

- (a) Where a decision has been made to terminate an employee in the circumstances outlined in clause 4.18.1, 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.

4.18.5 *Notice to Centrelink*

Where a decision has been made to terminate employees in the circumstances outlined in clause 4.18.1, 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.

4.18.6 *Severance pay*

- (a) In addition to the period of notice prescribed for ordinary termination in clause 4.16.2(a), and subject to further order of the Commission, an employee whose employment is terminated for reasons set out in clause 4.18.1(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.

4.18.7 *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.

4.18.8 *Employee leaving during notice*

An employee whose employment is terminated for reasons set out in clause 4.18.1(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.

4.18.9 *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.

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

Clause 4.18 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.

4.18.11 *Employees exempted*

Clause 4.18 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.

4.18.12 *Employers exempted*

- (a) Subject to an order of the Commission, in a particular redundancy case, clause 4.18 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.

4.18.13 *Exemption where transmission of business*

- (a) The provisions of clause 4.18.6 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 4.18.13(a)(ii) if it is satisfied that it would operate unfairly in a particular case, or in the instance of contrived arrangements.

4.18.14 *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.

4.19 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.

4.20 Trainees

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

PART 5 - WAGES AND WAGE RELATED MATTERS

5.1 Wages

5.1.1 *Rates for shearing*

The minimum rates for shearing to be paid to employees shall be as follows:

(a) If rations "not found":

For flock sheep (wethers, ewes, lambs) \$233.65 per 100.

For Rams (other than special stud Rams) and for Ram Stags, double that rate for flock sheep (\$467.30).

For Stud Ewes and their lambs (other than special studs) one and 1/4 times the rate for flock sheep (\$292.06).

For Double Fleeced sheep, one and 1/3rd times the rate for flock sheep (\$311.53).

For special studs as specially agreed, but so that if the engagement be per day the rate shall not be less than 75% of the rate for flock sheep (\$175.24) per day, with Cook and rations and shearing requisites found.

The employer shall charge the employee at not more than cost price, with carriage only added for all combs, cutters and shears supplied by the employer.

(b) If rations "found":

The rates abovementioned less \$21.37per day.

(c) Except that where work continues beyond the normal lunch break on the day of a cut-out payment shall be made for 4 runs.

5.1.2 *Rates for crutching*

(a) Piecework rates - if "not found":

| | Per 100 at Sheds (including experting and grinding allowance) \$ | Per 100 at Sheds (excluding experting and grinding allowance) \$ | Per 100 other than at Sheds (including experting and grinding allowance) \$ | Per 100 other than at Sheds (excluding experting and grinding allowance) \$ |
|---|---|---|--|--|
| (i) Full crutching (as defined) | 67.03 | 65.44 | 57.79 | 56.41 |
| (ii) All other crutching | 53.16 | 51.90 | 46.23 | 45.13 |
| (iii) For wiggling or ringing | 25.43 | 24.82 | 25.43 | 24.82 |
| (iv) For either wiggling or ringing in addition to crutching | 6.93 | 6.77 | 6.93 | 6.77 |
| (v) For wiggling and ringing and polling | 52.24 | 51.00 | 52.24 | 51.00 |
| (vi) For wiggling and ringing | 41.61 | 40.62 | 41.61 | 40.62 |
| (vii) For wiggling and ringing in addition to crutching - | 11.56 | 11.28 | 11.56 | 11.28 |
| (viii) For cleaning the belly of any ewe above the teats (not more than 2 blows of the handpiece or shears) - crutching rate plus | 5.78 | 5.64 | 5.78 | 5.64 |

Per day - If "not found":

(b) If the engagement be per day - \$177.42 per day

Per day - If "found":

(c) The rates prescribed above less \$21.37 per day

5.1.3 Rates for shed hands

- (a) The minimum rates for adult shed hands and generally useful employees (with 65 days or more experience) at the shearing or crutching, to be paid to employees shall be as follows:

| Classification | Total Rate Per Run |
|--|--------------------|
| | \$ |
| Adults | |
| - With 65 days or more experience as a shed hand | 42.72 |
| - With less than 65 days experience as a shed hand | 41.20 |
| Juniors | |
| (i) 18-20 years (90%) | |
| - With 65 days or more experience as a shed hand | 38.45 |
| - With less than 65 days experience as a shed hand | 37.08 |
| (ii) Under 18 years (70%) | |
| - With 65 days or more experience as a shed hand | 29.90 |
| - With less than 65 days experience as a shed hand | 28.84 |

- (b) Shed hands shall be paid by the run provided that:

- (i) A minimum payment for 2 runs shall be made on any one day on which the employee attends for duty, except on the day of a cut-out where the minimum payment shall be as for 4 runs;
- (ii) Further, if sheep are voted wet at the commencement of the 3rd or 4th run, then they shall be paid for all completed runs on that day together with the run due to commence or partly completed at the time the sheep are voted wet;
- (iii) The minimum payment of 2 runs per day prescribed herein shall not apply where an employee is not required to attend for work because of wet weather, provided that the employee is advised on each preceding day that attendance will not be required, or if advised by the employer of a starting time more than 24 hours hence.

- (c) Not more than one junior shall be employed at junior rates to every 3 adult shed hands:

Provided that in small sheds the employer may be permitted to employ one junior conditionally on an adult shed hand being also employed:

Provided further, that in sheds where 2 or less shearers are employed it shall be permissible for a junior doing shed hand's work to be employed without an adult shed hand also being employed.

5.1.4 Rates for wool pressing

The minimum rates for pressing greasy wool to be paid to employees shall be as follows:

- (a) *Piecework*

If rations "not found":

| | Total rate per bale | Total rate per kg |
|----------------------|---------------------|-------------------|
| | \$ | c |
| (i) Pressing by hand | 17.08 | 11.2073 |

| | Total rate per bale | Total rate per kg |
|------------------------|---------------------|-------------------|
| | \$ | c |
| (ii) Pressing by power | 11.39 | 7.4716 |

The weights mentioned are the net weight of the wool.

For weighing and branding bales, 31c per bale additional.

The rates for stacking shall be by mutual arrangement.

Where scales are available all piecework wages for wool pressing shall be determined by the net weight of the wool:

Provided that if the total sum which the wool presser would receive under these rates amounts to less than \$57.47 per run multiplied by the number of runs that a time work employee would have been paid for, the employer shall pay the deficiency to the employee.

(b) *Time work*

The minimum rate to be paid to wool pressers shall be a weekly rate of ("not found") at a per run rate as follows:

| | |
|----------------------|---------|
| Total rate (per run) | \$57.47 |
|----------------------|---------|

Provided that where a wool presser engaged at time work rates would have earned more at a particular shearing than the minimum calculation (by multiplying the per run rate by the number of runs the employee would have been paid for) if the employee had been engaged at piecework rates, then the employee shall be paid off at the piecework rates pursuant to clauses 5.1.4(a)(i) and (ii) respectively.

(c) *If rations "found"*

The rates abovementioned less \$21.37 per day.

(d) *Additional penning-up duties*

Where a wool presser is required to undertake penning-up duties in addition to wool pressing, such employee shall be entitled to the additional payment of \$7.19 for every 100 sheep penned-up where such duties are undertaken, with a minimum payment of \$50.24 per day. This rate shall not be used in the calculation of any appropriate overtime rates.

5.1.5 *Rates for cooks and cook's offsiders*

- (a) The minimum rates to be paid to employees for acting as cook in connection with shearing or crutching operations shall be \$15.37 per day ("found") for every person excepting themselves for whom the employee cooks, but, if the total amount which the cook would receive under clause 5.1.5 for the term of the employment amounts to less than \$199.75 per day ("found") for the work after paying the necessary offsiders, the employer shall pay the deficiency to the employee. A cook engaged for a half day shall be paid 50% of the applicable rate per day ("found") for every person for whom the employee cooks.
- (b) A cook's offsider shall be paid by the cook at the rate of not less than 2/5ths of the rate paid to the cook, and where 2 offsiders are employed not less than 1/2 the rate paid to the cook, to be equally divided between them, per person, per week fixed by the Agreement, but in any case the weekly wage shall be made up to a minimum of \$677.70 per week.
- (c) The cook and any cook's offsider shall be entitled to keep or to dispose of any of the tallow.
- (d) For the purpose of complying with the *WorkCover Queensland Act 1996* and any other Act requiring deductions from the employee's wages by the employer, the cook and any cook's offsider shall be regarded as the employees of the owner, or where shearing is being done by contract, of the contractor.
- (e) Cooks may be engaged per 1/2 day. On the day prior to the commencement of shearing or crutching should the cook be required to prepare the evening meal or clean and prepare the kitchen for a normal start on the proceeding day, payment will be made at 50% of the appropriate daily or piecework rate.

- (f) On the day of cut-out a cook will be guaranteed 50% of the appropriate daily or piecework rate. However, should shearing proceed after the normal midday meal break a full day's wages will be payable.

5.1.6 *Calculation of mess account - all personnel*

All personnel shall be included in the calculation of the mess account where such personnel are eating in the mess.

For the purposes of clause 5.1.6 "personnel" shall include contractors, shearers, shed hands, wool pressers, cooks, cooks' offsidiers, classers, station hands, station owners and station managers.

5.1.7 *Mess and cook charge*

In the case of suburban shearing operations no deduction shall be made from the wages of any employee where mess and cook are not set up.

5.1.8 The Award rates shall be adjusted in accordance with Schedule 4.

5.1.9 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.

5.1.10 *Advance of wages*

The employer shall before the commencement of shearing appoint a certain day in each week when employees, on request, may be paid in advance against their earnings.

The amount advanced may be any portion of an employee's earnings in excess of one week's wages due at the time of the advance payment.

5.1.11 *Authorised deductions*

The employer shall, at the request of an employee, pay at any time any obligatory contribution or charitable donation on the employee's behalf out of wages due to the employee:

Provided that the amount of such payment shall be limited to the amount for the time being due in excess of one week's wages.

5.1.12 *Cheques*

Any cheque given to an employee by the employer shall be drawn on a local bank.

5.2 Payment of wages

In the case of discharge or leaving as hereinafter provided, the employer shall pay the employee in full for all work performed after deducting any sums for which the employee is liable to the employer under this Award or the Contract Agreement.

If the employee is "not found" an amount equal to the daily "found" deduction provided for in 5.1 (Wages) of this Award, or any other rate that the majority of the remaining "not found" members of the mess fix for that employee's share of the mess to the date of leaving shall be deducted from any monies due to the employees, such deduction to be placed to the credit of the mess account.

Where the shed cuts-out on a Friday, or on a Thursday where the Friday is a holiday, at such hour as to allow insufficient time for the employees to be able to reach town before the banks close, an employee may require payment in cash of wages due up to the extent of \$30.00:

Provided that any employee requiring such payment must have notified the employer of the requirement at least one week prior to the cut-out.

When a cut-out is declared the employer shall, unless prevented from doing so by some unavoidable cause, have the employee's account prepared and shall commence making payment within 3 hours of the cut-out, such payment to be completed with reasonable dispatch.

For all time between the cut-out and the commencement of making payment in excess of 3 hours, waiting time shall be paid at the rates prescribed in 5.5 (Breakdown of machinery) in the case of pieceworkers and at the ordinary rate in the case of timeworkers:

Provided that such employees shall not be entitled to a full day's pay on such day and to the extra rates above in addition.

5.3 Allowances

5.3.1 Amenities allowance

In addition to the payments per 100 contained in clause 5.1 an allowance of \$6.00 per person per day shall be paid for the lack of amenities when crutching is performed other than at sheds.

5.3.2 Divisional and District Parities

In addition to the rates hereinbefore prescribed all employees shall be paid the following extra rates:

- (a) Southern Division - Western District - \$1.05 per week in addition to the rates prescribed.
- (b) Northern Division - Eastern District - \$1.05 per week in addition to the rates prescribed
- (c) Northern Division - Western District - \$3.25 per week in addition to the rates prescribed

5.3.3 Experting and grinding

(a) An employer shall be entitled to deduct the experting and grinding allowance specified in Schedule 4 to this Award from the wages of an employee where the following has occurred:

- (i) the employer and the employee have agreed, in writing, that an Expert engaged pursuant to the provisions of the Federal Woolclassers' Award 1999 will actually undertake the experting and grinding duties associated with shearing for, and on behalf of, the employee concerned; and
- (ii) the written agreement referred to clause 5.3.3(a)(i) is entered into between the employee and the employer prior to the commencement of shearing.

(b) In the case of crutching, the employer shall be entitled to pay the rates prescribed at clause 5.1.2(a) (i.e. those that are exclusive of experting and grinding allowance) where the requirements of this clause have been met.

(c) In all cases, a copy of the aforementioned written agreement shall be kept by the employer in accordance with section 366(1)(c)(vi) of the Act.

5.3.4 Handpiece supply

(a) For crutchers - where a crutcher provides their own handpiece they shall be paid an allowance of 84c per 100 in addition to the applicable rate for the sheep crutched.

(b) For shearers - where it is agreed in writing between an employee and the employer prior to the commencement of shearing that the employee shall use a handpiece of suitable quality supplied by the employer for the purposes of shearing (ie. not the employee's own handpiece), a charge of \$2.50 per 100 sheep shorn may be made against the wages of that employee.

5.3.5 Meal service

A cook or cook's offsider required to take meals to a separate table kept for staff shall be paid an additional amount per week at the rate of 25% of the 'per person rate' prescribed in respect of each person cooked for.

5.3.6 Stud combs

Any shearer required to use stud combs shall be paid 25 % additional to the rate prescribed for each class of sheep.

5.3.7 Vehicle allowance

Subject to the qualification specified hereunder, all employees shall be paid a vehicle allowance as follows:

- (a) A vehicle allowance of 35 cents per kilometre shall be paid on a one-way basis from the nearest railway station, last place of employment, or their last place of abode, whichever is the shortest distance by the nearest practicable route to the place at which they are to be engaged.

Nothing shall be paid on account of fares until the employee's engagement has been completed.

- (b) Where the last place of employment is the same place at which work is to be done and an employee has left the station property between the times of each engagement, the employee shall be paid the vehicle allowance calculated from the nearest railway station or the last place of abode, whichever is the shortest distance.
- (c) Where the employer is unable, because of certain circumstances, eg. damage to accommodation by fire or cyclone, or is unable to provide accommodation in accordance with this Award and employees are therefore required to travel daily from their homes to and from the shed, vehicle allowance shall be paid each way daily at the rate of 25.5 cents per kilometre, each day to stand alone.

For the purposes of clause 5.3.7, "railway station" shall mean a railway station in a township, town or city where accommodation and meals for the travelling public are available and where passenger vehicles offer for hire.

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 stated 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

An 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 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" means an employee engaged at a shearing or crutching.
- (c) "Fund" means a superannuation fund satisfying the Commonwealth legislation for occupational superannuation funds 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 the relevant 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" for the purpose of clause 5.4 shall be calculated on the Award rate of pay for the relevant classification of employee as prescribed in clause 5.1 of this Award.

Divisional and District allowances shall be included where applicable.

5.4.4 Approved funds

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

- (a) The Australian Rural Industries Superannuation Fund known as "AUTSAFE" established by Deed of Trust dated 31 August 1988 and Rules thereto as amended.
- (b) Any named fund as is agreed to between the relevant employer/Union parties to this Award and as recorded in an approved industrial agreement.
- (c) In the case of a minority group of employees of a particular employer, any industry, multi-industry or other fund which has been approved in an award of, or an agreement approved by, an Industrial Tribunal, whether State or Federal jurisdiction, and already has practical application to the majority of Award employees of that employer.
- (d) 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 and are employed by an employer who also belongs to that fellowship any fund nominated by the employer and approved by the Brethren.
- (e) 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.
- (f) In relation to any particular employer, any other established fund to which that employer was already actually making regular and genuine contributions in accordance with clause 5.4.2 on behalf of at least a significant number of that employer's employees covered by this Award and continues to make such contributions:

Provided that the making of a deposit, an initial or other each time a contribution subsequent to 23 December 1988, but on a superannuation retrospective basis, in respect of any period and including 23 December 1988, shall not under any circumstances bring a fund within the meaning of clause 5.4.4.

The mere signing and submission of any nomination for membership documents to trustees of a Fund prior to 23 December 1988 does not bring a Fund within the meaning of clause 5.4.4.

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 whose registered list of callings incorporates any of the classification/s of employees to whom this Award applies, may by notification of a dispute challenge a fund on the grounds that it does not meet the requirements of clause 5.4.
- (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 clause 5.4, the onus of proof shall rest upon the employer.

5.4.6 *Fund selection*

- (a) No employer shall be required to make or be prevented from making, at any one time, contributions into more than one fund. Such fund, other than a fund referred to in clauses 5.4.4 (c), (d), (e) and (f), shall be determined by a majority decision of employees.
- (b) Employees to whom these provisions apply who as at the date of this variation are members of an established fund covered by clause 5.4.4(f) 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(f) 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 clause where the long term performance of the fund is clearly disappointing.

Where clause 5.4.6 has been utilised and as a result another 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 of this provision.

- (d) The employer and employee may agree to have the employee's superannuation contributions made to an approved superannuation fund, other than those specified in this Award.
 - (i) Any such agreement must be recorded in writing and signed by the employer and employee and kept on the employee's file.
 - (ii) A person must not coerce someone else to make an agreement.
 - (iii) Such agreement, where made, will continue until such time as the employer and employee agree otherwise, and shall be made available to relevant persons for the purposes of sections 371 and 373 (inspection of time and wage records) of the Act.
 - (iv) Any dispute arising out of this process will be handled in accordance with the grievance and dispute settling procedure as contained in clause 3.1.

5.4.7 *Enrolment*

- (a) Each employer to whom clause 5.4 applies shall as soon as practicable as to both current and future eligible employees:
 - (i) notify all employees of their 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 eligible to become 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 receipt of that form, then the employer shall:

- (i) advise the eligible employee in writing of the non-receipt of the application form and further advise the eligible employee that continuing failure to complete, sign and return such form within 14 days could jeopardise 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 14 days be under no obligation to make any occupational superannuation contributions in respect of such eligible employee excepting as from any subsequent date form 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 secretary of the Union whose registered callings incorporate the classification of the eligible employee a copy of each letter forwarded to the eligible employee pursuant to clauses 5.4.7(c)(i) and (iii).
- (d) Where an 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 of operation of clause 5.4 or 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 clause 5.4.7(c) shall apply.

(e) 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 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 these contributions would have attracted in the relevant approved Fund, or as necessary a fund to be determined by the Commission under 5.4.4, had they been paid on the due dates.

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

5.4.8 *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 the Act, and shall have such records available for inspection by an Industrial Inspector or officer of the Union, authorised pursuant to that Act.

5.4.9 *Exemptions*

An employer may apply to the Commission for exemption from any or all of the provisions of clause 5.4 in the following circumstances:

- (a) incapacity to pay the costs associated with its implementation; or
- (b) any special or compelling circumstances peculiar to the business of the employer.

5.5 Breakdown of machinery

5.5.1 Subject to the provisions of clause 4.14 of this Award, in the case of any employee stopped from working through breakage of machinery, except from any cause over which the employer has no control, eg. power blackouts, the employer shall pay each such employee as follows:

- (a) If "found":

| | |
|------------|----------|
| Total rate | \$152.20 |
|------------|----------|

(b) If "not found":

Total rate \$154.98

- 5.5.2 The rates prescribed in 5.5.1 shall be paid in respect of every day or part of a day beyond 2 hours working time, provided there are sheep fit to shear or crutch.
- 5.5.3 On or after the expiration of one week from the beginning of any stoppage, or such lesser period as would be taken in ordinary circumstances to shear or crutch the balance of the sheep to be shorn or crutched, or which may be ascertained by the employer, the employer may terminate the engagements without any liability for any payment.
- 5.5.4 Where any machinery is repaired and working, any subsequent breakdown occurring before it has run for 2 hours shall be regarded as a continuation of the first breakdown.

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

6.1 Hours of work

6.1.1 Shearers, crutchers and pressers

The ordinary working hours for shearers, crutchers and pressers shall be 40 per week and shall be worked in 4 periods of 2 hourly runs between the hours of 7.30 a.m. and 9.30 a.m., 10.00 a.m. and 12 noon, 1.00 p.m. and 3.00 p.m. and 3.30 p.m. and 5.30 p.m. on Monday to Friday inclusive.

6.1.2 Shed hands

The working hours of shed hands shall be the same as the working hours of the shearers and/or crutchers, provided that shed hands may be required to work such additional time as is necessary to finish picking up, rolling of fleeces, picking up pieces on the table, sweeping the floor of the shearing shed, cleaning wool from the pens and washing down the floor of the shed and the wool tables, provided that the total of such additional time does not exceed one half-hour at the conclusion of the last run each day.

- 6.1.3 Where there is mutual agreement between the employer and the majority of shearers or crutchers engaged at any particular shed, the starting time may be altered to be no earlier than 6.30 a.m. and no later than 8.30 a.m. with the ceasing time being no earlier than 4.30 p.m. and no later than 6.30 p.m. on Mondays to Fridays inclusive. The ordinary working hours shall be 8 per day, worked in 4 periods of 2 hourly runs, with a morning break (between the first and second period) of 30 minutes, a lunch break (between the second and third periods) of 60 minutes, and an afternoon break (between the 3rd and 4th periods) of 30 minutes.

Where mutual agreement has been reached, the hours agreed upon shall continue for the duration of that particular shearing or crutching at that particular shed.

- 6.1.4 Where a shearer or crutcher has not completed 40 hours work during the preceding week Monday to Friday inclusive, or 8 hours per day if the shearing commenced later in the week, by reason of the fact that, pursuant to 4.9 of this Award, sheep presented for shearing or crutching are voted wet, or are not presented for shearing or crutching because of rain or sleeting a shearer or crutcher may be required by the employer to work on a Saturday and/or Sunday immediately succeeding the week in which work could not be performed for the aforesaid reasons only:

Provided that:

- (a) No shearer or crutcher shall be required to so work unless the shearer or crutcher as prior to engagement or the commencement of the shearing or crutching operation signified on an Agreement as provided for in Schedule 1 of this Award a willingness to work Saturday and/or Sunday in accordance with clause 6.1.4.
- (b) Any work performed on a Saturday or a Sunday pursuant to clause 6.1.4 must be performed in accordance with the run schedules prescribed for work during the week pursuant to 6.1.1 or 6.1.2.
- (c) Any work performed on a week-end pursuant to clause 6.1.4 must be performed from the commencement of the first available run after the condition of the sheep permit their shearing or crutching, except that by agreement between the employer and the employee, another mutually convenient run or runs available on that week-end may be substituted.
- (d) Such work on Saturday and/or Sunday will only replace the time lost during the preceding week.

(e) The employer shall give the shearer or crutcher who has signified a willingness to work on the weekend reasonable notice, as specified in the Agreement, of a requirement for the performance of work on any such week-end pursuant to clause 6.1.4.

(f) Nothing in clause 6.1.4 derogates from the operation of clause 4.10 of this Award.

6.1.5 If ewes or lambs are in the pens awaiting shearing or crutching on Friday the shearing or crutching may be continued after the ordinary ceasing time for not more than half an hour, with the consent of the shed representative or of a majority of shearers or crutchers, and so far only as may be necessary for the purpose of shearing or crutching the said ewes or lambs.

6.1.6 When shearing, the bell shall be rung 3 minutes before the termination of each run, and no shearer shall catch another sheep during that run after the bell has rung.

When crutching, wiggling and ringing, the bell shall be rung one minute before the termination of each run, and no crutcher shall catch another sheep during that run after the bell has rung.

6.1.7 Work undertaken on a Saturday or Sunday for the making-up of lost time due to wet weather shall only be performed in accordance with the provisions of clause 6.1. All other work on a Saturday or Sunday shall attract the appropriate overtime or weekend penalty rates as prescribed by this Award.

6.2 Overtime

6.2.1 Notwithstanding the provisions of 6.1.1 of this Award if ewes or lambs are in the pens awaiting shearing or crutching after the ordinary ceasing time on Friday, or after the last run where work is carried out on a Saturday or Sunday in accordance with 6.1.4 or where ewes or lambs would remain in the pens for more than 2 nights, work may be continued for not more than half an hour with the consent of the shed representative or of a majority of the shearers, and so far only as may be necessary for the purpose of shearing or crutching the said ewes or lambs.

6.2.2 Shearers and crutchers

Except as hereinbefore provided in clauses 6.1 and 6.2, all work performed outside the ordinary hours of work shall be deemed overtime and shall be paid for at the rate of time and one-half for the first 2 hours worked, and double time thereafter. All work performed on Sundays shall be paid for at the rate of double time with a minimum payment of 2 hours.

6.2.3 Shedhands and penner-up

Except as otherwise provided, all work performed outside of the ordinary hours of work shall be deemed overtime and shall be paid for at the rate of time and one-half for the first 2 hours worked, and double time thereafter. All work performed on Sunday shall be paid for at the rate of double time with a minimum payment of 2 hours. Such work shall be organised into runs.

Where a shed hand or penner-up works more than a total of one half-hour at the conclusion of the last run in accordance with 6.1.2, the whole of the time worked shall be calculated at the rate of time and a-half for the first 2 hours worked, and double time thereafter.

6.2.4 Wool pressers, cooks and cook's offsiders

(a) Piecework wool pressers

Overtime rates for wool pressers performing piecework shall be determined at the conclusion of shearing for a shed by taking the number and category of overtime runs for shearers for the duration of shearing at a shed and applying the following:

The number of time and a-half runs for shearers x average bale rate x 150% of the ordinary rate of pay per bale for a wool presser, or part thereof; and

The number of double time runs for shearers x average bale rate x 200% of the ordinary rate of pay per bale for a wool presser, or part thereof.

"Average bale rate" means the total number of bales for a shed at the conclusion of shearing divided by the total number of runs per shed at the conclusion of shearing.

Time work wool pressers

Except as hereinbefore provided in 6.1 and 6.2 to this Award, all work performed by time work wool pressers outside the ordinary hours of work shall be deemed overtime and shall be paid for at the rate of time and one-half for the first 2 hours worked, and double time thereafter. All work performed on Sundays shall be paid for at the rate of double time with a minimum payment of 2 hours.

(b) Cooks and cook's offsiders

Cooks required to cook for others shall be paid in accordance with the following formula depending on the number of runs, or part thereof, performed in a day at a particular shed:

Monday to Friday

| Runs per day | Rate of pay per hour |
|------------------------|------------------------------------|
| 4 runs or part thereof | Ordinary hourly rate of pay |
| 5 runs or part thereof | Ordinary hourly rate of pay x 150% |
| 6 runs and over | Ordinary hourly rate of pay x 200% |

Saturday

| Runs per day | Rate of pay per hour |
|------------------------|-------------------------------|
| 4 runs or part thereof | Ordinary hourly rate x 187.5% |

Sunday

| Runs per day | Rate of pay per hour |
|------------------------|-----------------------------|
| 4 runs or part thereof | Ordinary hourly rate x 200% |

Further, the payment for all such overtime amounts shall be the responsibility of the employer.

6.2.5 *Wet Sheep*

Where the sheep are voted wet during overtime, all employees shall receive a minimum payment of 2 hours at the appropriate rate.

6.2.6 *Travelling for overtime*

Where an employee is "called in" to a shed to perform overtime (other than overtime performed immediately prior to, or after, the ordinary hours of operation enumerated in 6.1 to this Award) and the employee is required to travel from their home to their place of work for the purpose of performing such overtime, the employee shall be paid \$0.35 cents per kilometre for travel in both directions.

6.2.7 *Meals and meal breaks during overtime*

All employees working on a Saturday or Sunday shall be entitled to the same meal breaks as employees would receive if they were working Monday to Friday.

Employees who work overtime prior to the usual starting time shall be allowed a 30 minute break for every 2 hours of overtime, or part thereof, and shall be provided with a meal.

Employees who work overtime after the usual finishing time shall be allowed a 30 minute break for every 2 hours of overtime, or part thereof, and shall be provided with a meal.

No employee shall work without at least a 10 hour break between finishing overtime on one day and starting work the following day. Where a minimum 10 hour break is not observed, double time rates shall be paid until a break of 10 consecutive hours is taken.

6.2.8 *Definitions for overtime*

"Appropriate rate" - in relation to shearers and/or crutchers means an average of 25 sheep shorn at the appropriate overtime piecework rate per run.

PART 7 - LEAVE OF ABSENCE AND PUBLIC HOLIDAYS

7.1 Annual leave

The rates of pay prescribed in 5.1 (Wages) of this Award include components in compensation for the non-payment of *pro rata* annual leave on termination of the engagement.

7.2 Sick leave

7.2.1 Entitlement

- (a) Every employee, except casuals, pieceworkers, and school-based apprentices and trainees, is entitled to 8 days' sick leave for each completed year of their employment with their employer.
- (b) This entitlement will accrue at the rate of one day's sick leave after each 6 weeks of employment.
- (c) Payment for sick leave will be made based on the ordinary number of hours that would have been worked if the employee were not absent on sick leave.
- (d) Sick leave may be taken for part of a day.
- (e) Sick leave shall be cumulative, but unless the employer and employee otherwise agree, no employee shall be entitled to receive, and no employer shall be bound to make, payment for more than 13 weeks' absence from work through illness in any one year.
- (f) Part-time employees accrue sick leave on a proportional basis.

7.2.2 Employee must give notice

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

7.2.3 Evidence supporting a claim

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

7.2.4 Accumulated sick leave

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

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

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

7.2.5 Workers' compensation

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

7.3 Bereavement leave

7.3.1 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.

7.3.2 Long-term casual employees

- (a) A long-term casual employee is entitled to at least 2 days unpaid bereavement leave on the death of a member of the person's immediate family or household in Australia.
- (b) A "long-term casual employee" is a casual employee engaged by a particular employer, on a regular and systematic basis, for several periods of employment during a period of at least 1 year immediately before the employee seeks to access an entitlement under clause 7.3.2.

7.3.3 "Immediate family" includes:

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

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

7.3.5 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.

7.4 Long service leave

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

7.5 Family leave

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

7.5.1 It is to be noted that:

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

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

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

7.6 Public holidays

7.6.1 All work done by any employee on:

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

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

7.6.2 *Labour day*

All employees covered by this Award 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*), 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.

7.6.3 *Annual show*

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

7.6.4 Employees shall not be entitled to receive payment for the aforesaid holidays when no work is required to be performed on any such holiday.

7.6.5 *Double time and a-half*

For the purposes of clause 7.6, where the rate of wages is a timework rate, double time and a-half shall mean one and one-half day's wages in addition to the prescribed timework rate, or *pro rata* if there is more or less than the prescribed unit of timework.

In cases where the rate is a piecework rate, the rate to be paid for work on the holidays where "double time and a-half" is prescribed shall be 2 and a-half times ordinary piecework rates.

7.6.6 Provided always (except on Good Friday or Christmas Day) that the employer shall have the right to call upon the employee to work, if in their opinion special circumstances exist.

7.7 **Jury service**

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

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

8.1 Transport

The employer shall provide transport free of cost for the employee in the case of serious illness or accident to the nearest hospital.

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 and food

10.1.1 Every employer shall provide all employees with accommodation free of charge in conformity with the *Pastoral Workers' Accommodation Act 1980* and any subsequent Acts amending the said Act or in substitution therefor, and any regulations made thereunder.

Such accommodation shall be supplied by the employer in a clean state at commencement of shearing.

In addition thereto, the employer shall also provide brooms, but the employee shall, at the conclusion of the engagement, return the articles supplied, including mattresses, in good condition to the employer prior to being paid off:

Provided that where the Chief Inspector issues a permit under the provisions of section 12 (Temporary Accommodation) of the *Pastoral Workers' Accommodation Act 1980*, or an Inspector issues a notice in writing, under the provisions of section 18 of that Act requiring the owner, person, or employer to comply with the requirements of such notice, the provisions as to accommodation shall be construed as being limited to such extent as they are affected by such permit or notice.

10.1.2 *Bathroom*

- (a) Shower units with dressing space completely protected from the weather shall be provided.
- (b) The bathroom shall be placed in such a position as to prevent any pollution of the drinking water and such bathroom shall be properly drained and maintained in a clean and hygienic condition.
- (c) One stainless steel or porcelain type wash basin for each 4 or portion of 4 employees shall be installed.
- (d) Flooring shall be of concrete.

10.1.3 *Care of accommodation*

If the huts and sanitary convenience are not kept by the employees in a clean and satisfactory condition and in accordance with the requirements of or under any Act, the employer may give notice, in writing, to the shed representative, and if the defect be not remedied within 24 hours the employer may cause the same to be remedied and charge the cost against the earnings of the employees concerned.

10.2 Electricity

Where a supply of electricity from an Electricity Authority is readily available it shall be provided in the accommodation, kitchen and dining room.

Where such a supply is not readily available, power and light may be provided by way of generating plant, or gas or kerosene appliances.

10.3 Food

Where the employer is required to supply food under this Award, such food shall be supplied to the employees of sufficient quantity, sound, well cooked, and properly served by the cook or the cook's offsider; and where reasonably procurable, the goods as mentioned in the following Schedule shall be supplied:

(a) Schedule - Scale of Rations

Barley, Bread or Flour, Butter and/or Margarine, Carbonate of Soda, Cereals (Cornflakes, Oatmeal, Rice Bubbles, Vita Brits, Weet Bix or other prepared cereals), Cheese, Cornflour, Cream of Tartar, Custard Powder, Eggs, Essence, Fruits (Currants or Raisins, Dried Apples, Apricots or Prunes), Ham and Bacon, Herbs, Jam, Jelly Crystals, Macaroni, Meat, Milk (Fresh, Condensed or Powered), Mustard, Pepper, Pickles, Rice, Salt (Fine), Sauce, Soap (for cleansing cooking utensils), Spices, Sugar, Suet (and/or dripping or polyunsaturated oil), Syrup (and/or honey or treacle), Tea (and/or coffee or cocoa), Vegetables (Beans, Green Vegetables - where reasonably procurable, Onions, Peas - Split and Blue, and Potatoes), Vinegar and Washing Powder (for cleansing Cooking utensils).

An equal quantity of Ham, Bacon, Fish or White Meat up to an amount not exceeding 500g in any one week may be substituted for meat.

All meat supplied by the station to "not found" employees shall be paid for at the rate of 26.455c per kg.

If owing to adverse circumstances the employer is not able to supply suitable meat to employees and has to obtain meat elsewhere the employer shall be allowed to charge the "not found" employees the cost price of such meat with freight and carriage only added.

10.4 Hot and cold water

Hot and cold water shall be provided to showers, wash basins, and tubs in ablution areas and kitchens.

10.5 Kitchen sinks

A suitable sized twin bowl steel or porcelain type sink or 2 single bowl sinks shall be provided.

10.6 Laundry facilities

A 56.4 litre copper with stand and a bench or sufficient washing machines, and one washing tub for each 2 or portion of 2 employees, shall be provided.

10.7 Refrigeration

Every kitchen shall be provided with a refrigerator having a minimum storage capacity according to the following scale:

| Number of Employees | Accommodated/Storage Capacity |
|---------------------|-------------------------------|
| Less than 4 | 169.9 litres |
| 4 to 9 | 402.0 litres |
| 10 to 14 | 436.0 litres |
| 15 to 20 | 486.7 litres |

Provided that the storage capacity shall be increased by 28.3 litres for each additional 5 or portion of 5 employees accommodated.

10.8 Sleeping accommodation

Each unit of sleeping accommodation shall be furnished with the following:

- (a) A single bed in good condition with a rubber, foam or innerspring mattress (with minimum dimensions of 1.9m long, 760mm wide and 100mm thick, a good quality pillow, and loose outside detachable mattress and pillow covers for each occupant;
- (b) a wardrobe or curtained-off area for hanging clothes;
- (c) a towel rack for each occupant;
- (d) a suitable table;
- (e) a chair for each occupant.

Each unit of sleeping accommodation shall have a lockable door for which each occupant shall be supplied a key which shall be returned to the employer on completion of employment.

10.9 Stoves

Stoves shall be wood, electric or gas powered.

A sufficient supply of cut wood or gas shall be available at all times.

10.10 Toilets

Sanitary accommodation shall be provided by means of water closets connected to a septic tank system, or where installation of such system is not reasonably practicable, by means of chemical closets or a pan system:

Provided that separate accommodation shall be provided when employees of both sexes are engaged.

10.11 Utensils

The employer shall provide in clean condition all necessary kitchen utensils including plates and mugs, pot, can or urn with spout or tap for the distribution of beverages, tea-towels, and clothes-washing utensils.

All utensils supplied to employees in accordance with the provision of the *Pastoral Workers' Accommodation Act 1980* shall be returned by the employees in a clean and good condition (reasonable wear and tear excepted) and any deficiency, breakage, or other damage may be charged in equal proportion against the earnings of the employees for whose use collectively the utensils were supplied.

10.12 Combs

Subject to fair wear and tear as to thickness, all combs used by a shearer or crutcher shall comply in all respects with the manufacturer's specification for that particular comb.

It shall be a breach of this Award for any shearer or crutcher to use any comb which has been altered from such specification, eg., by widening a comb by "pulling" its outside teeth.

Where any breakage of combs and/or cutters is caused by shearing or crutching sheep with ear tags the employer shall reimburse the shearer or crutcher to the extent of the value of the combs and/or cutters so broken.

10.12.1 Equipment

- (a) The employer shall provide all necessary machinery in good order and condition and shall also ensure that a competent person is available to run and maintain such machinery in good working order.
- (b) The employer shall install a safety clutch in the downtube of same when requested by a shearer or crutcher.
- (c) The employer shall provide a wool press or presses in good order and condition and any other articles or materials necessary for pressing and incidental operations.

10.12.2 Grindstones

The employer shall provide at least one grindstone for every 4 shearers or crutchers or portions thereof where blade shears or crutchers are employed.

10.12.3 Handpieces

- (a) The employer shall provide an employee with a handpiece when the employee so requests.
- (b) Employees electing to use their own handpieces shall not be entitled to charge the employer for use of same where the employer has offered to provide suitable handpieces in good working order.
- (c) The employer shall provide a spare handpiece for every 7 shearers or crutchers engaged.

10.13 Clock

The employer shall keep in a conspicuous position in the shed a properly regulated clock.

10.14 First aid kits

The employer at every station where shearing operations are conducted shall provide a first aid kit for use by employees in the case of accident.

10.15 Mail

The employer shall deliver to employees with all reasonable expedition all letters and mail matter received at the station addressed to them.

10.16 Meals

10.16.1 An employee required by the employer to report to the shed prior to the commencement of work shall be entitled to be provided with a meal and/or meals subject to the following conditions:

- (a) The employee must have expressly made prior arrangement with the employer to the effect that the employee would report at the shed prior to its commencement and would require provision of a meal and/or meals at that time.

- (b) The employer shall not be liable for provision of a meal except as provided for in clause 10.16(a) and (b).
- (c) An employee provided with a meal in accordance with clause 10.16 shall be charged for each such meal on a *pro rata* basis of the "keep" deduction by 5.1 of this Award. Such *pro rata* amount shall be calculated on the basis of 1/3rd of the daily "keep" deduction per meal provided.
- (d) The provisions of clause 10.16 shall apply only in respect of meals to be provided at times which on a normal working day would be the normal meal times.

10.17 Medical supplies

The employer shall provide at the shed a proper and sufficient stock of the simpler kinds of medical and surgical remedies for employees at the cost price with carriage added.

10.18 Rations and shearing requisites

10.18.1 Where rations are obtained elsewhere than at the station store, the employer shall pay the price on written order or orders provided by the members of the mess or by any person authorised by them to give the order, and shall debit the mess account with the price, and at the cut-out debit the members of the mess with their respective shares.

- (a) If the employer supplies rations and shearers' requisites the price list thereof shall be posted in a conspicuous place, and the price to be charged (except for combs, cutters and meat) shall not exceed the cost price plus 5 per cent with carriage added.
- (b) The employer shall provide the cook with a passbook, in which the cook shall be responsible for recording details, on each occasion goods are purchased, of the rations and goods, the price thereof, and the dates on which members of the mess are engaged and discharged.

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

11.3.1 Documentation to be provided by employer

At the point of engagement, 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 1 - CONTRACT AGREEMENT

AGREEMENT made the _____ day of _____ 20__ between _____
(the Employer) and _____ (the Employee)
_____ (Classification of Employee)
at _____ (Name of Shed)

- (1) The rates of pay, general conditions and working regulations prescribed by the *Shearing Industry Award - State 2003* for the time being in force governing the occupation of the employee shall be deemed to be part of this Agreement.
- (2) The employee shall report at the Shed on the _____ day of _____, 20__.
- (3) The employee will be ready to commence work on the _____ day of _____, 20__.
- (4) The total number of sheep to be shorn will not be less than _____ and not more than _____ (a).
- (5) The number of sheep to be crutched/wigged/rung/polled (b) will not be less than _____ and not more than _____.
- (6) The average number of Shearers/Crutchers (b) will not exceed _____.
- (7) The employee shall be engaged on a "Found"/"Not Found" basis (b).

- (8) The employee shall perform all duties associated with the employee's Classification with all reasonable dispatch and in an efficient and competent manner.
- (9) The employee will/will not (b) consent to work on a Saturday and/or Sunday where shearing and/or crutching does not take place on the preceding days of Monday to Friday inclusive due to sheep being determined too wet to shear and/or crutch in accordance with clause 4.9 of this Award or are not presented for shearing and/or crutching in accordance with 4.12.5 of this Award.

SIGNED by the said employer _____

in the presence of _____

SIGNED by the said employee _____

in the presence of _____

(a) Maximum number not to exceed minimum number by more than 1/4th of the minimum number.

(b) Cross out whichever is not applicable.

SCHEDULE 2 - HOURS OF WORK AGREEMENT

AGREEMENT made the _____ day of _____, 20__.

1. This Agreement shall apply to the Shearing/Crutching⁽¹⁾ at _____⁽²⁾ commencing on the _____ day of _____, 20__.
2. The approximate day of the cut-out is the _____ day of _____, 20__.
3. The hours of work shall be between⁽³⁾ _____ a.m. and _____ p.m.

SIGNED by the employer/Overseer _____

in the presence of _____

SIGNED by the employee _____

in the presence of _____

Cross out whichever is not applicable.

(1) Insert name/s of Station/s.

(2) Insert times of starting and finishing work (commencing no earlier than 6.30 a.m. and no later than 8.30 a.m., and finishing no earlier than 4.30 p.m. and no later than 6.30 p.m.)

SCHEDULE 3 - SUPERANNUATION OBLIGATIONS

1.1 Superannuation Guarantee Charge

The *Superannuation Guarantee (Administration) Act 1992 (Cth)* and the *Superannuation Guarantee (Charge) Act 1992 (Cth)* have the effect of imposing a charge upon employers with respect to the employer's annual superannuation guarantee shortfall.

1.2 Calculation of Charge

The charge is calculated by adding together the following:

- (a) the total of the employer's superannuation guarantee shortfalls in respect of individual employees for the year; and
- (b) the employer's nominal interest component for the year; and
- (c) the employer's administration component for the year.

The nominal interest and the administration components are calculated according to formulae specified in the *Superannuation Guarantee (Administration) Act 1992 (Cth)*.

1.3 Reduction of charge where there is compliance with an Industrial Award

The charge percentage that an employer is obliged to pay is reduced where contributions are made by an employer on behalf of an employee to a complying superannuation fund in accordance with the terms and conditions of an industrial award.

A formula used to calculate this reduction rate is provided for in the *Superannuation Guarantee (Administration) Act 1992 (Cth)*.

1.4 Obligations on employer where superannuation guarantee shortfall occurs

An employer who has a superannuation guarantee shortfall for a financial year must lodge with the Commissioner of Taxation on or before 14 August in the following year a superannuation guarantee statement setting out the following details:

- (a) the name and postal address of the employer;
- (b) the name, postal address and tax file number (so far as is known to the employer) of each employee in relation to whom the employer had an individual superannuation guarantee shortfall for the year; and
- (c) the amount of each such shortfall; and
- (d) the employer's nominal interest component for the year; and
- (e) the employer's administration component for the year; and
- (f) if the employer's annual national payroll for the employer's base year is \$1,000,000 or less, the amount of that payroll; and
- (g) the total of the employer's individual superannuation guarantee shortfalls for the year; and
- (h) the amount of the employer's superannuation guarantee charge for the year.

1.5 Recovery of superannuation guarantee shortfall amounts

The *Superannuation Guarantee (Administration) Act 1992 (Cth)* provides for the recovery of the superannuation guarantee charge through a court of competent jurisdiction. The amount of shortfall attributable to an employee may be paid into a complying superannuation fund for the benefit of the employee.

1.6 Avoiding court action for recovery of superannuation guarantee shortfall amounts

To avoid having to remedy the superannuation guarantee shortfall through court action the employer must comply with the *Superannuation Guarantee (Administration) Act 1992 (Cth)* whereby the employer shall contribute on behalf of each eligible employee an amount as shown in the schedule below of each employee's ordinary time earnings rounded off to the nearest 10 cents into an approved Occupational Superannuation Scheme of Fund as defined in this Award as follows:

| Year | A Annual Payroll exceeds \$1,000,000 | B Annual Payroll of less than \$1,000,000 |
|------------------|---|--|
| 3/4/89 - 30/6/94 | 3% | 3% |
| 1994 - 1995 | 5% | 4% |
| 1995 - 1996 | 6% | 5% |
| 1996 - 1997 | 6% | 6% |
| 1997 - 1998 | 6% | 6% |
| 1998 - 1999 | 7% | 7% |
| 1999 - 2000 | 7% | 7% |
| 2000 - 2001 | 8% | 8% |
| 2001 - 2002 | 8% | 8% |
| 2002 - 2003 | 9% | 9% |
| Subsequent Years | 9% | 9% |

Column "A" applies to employers prescribed by section 20(3) or section 21(4) of the *Superannuation Guarantee (Administration) Act 1992*.

SCHEDULE 4 - SHEARING INDUSTRY WAGES FORMULAE

Shearers Formula

| | |
|--|-----------------|
| | \$ |
| Total Base Rate (including safety net adjustments) | 618.90 |
| Plus 20% piecework allowance - total base rate x 20% | 123.78 |
| Plus 23% casual loading - total base rate x 23% | 142.35 |
| Plus shearing industry allowance | 170.20 |
| | |
| • delays for wet weather | 31.10 |
| • travelling | 49.10 |
| • isolation | 60.00 |
| • rations | 30.00 |
| | |
| Total | 1,055.23 |

| | |
|--|--------|
| Rates per 100 conversion - divide Total by 5 | 211.05 |
| Plus disability allowance | 1.00 |
| Plus allowance for combs and cutters | 13.60 |
| Plus Handpiece allowance | 2.50 |
| Plus experting and grinding allowance | 5.50 |
| Total Rate per 100 | 233.65 |

Crutching Rates

| Form of Crutching (calculated as a percentage of the per 100 shearing rate minus the handpiece allowance) | Per 100 Rate (including experting and grinding allowance) \$ | Per 100 Rate (excluding experting and grinding allowance) \$ |
|--|---|---|
| Full crutching at sheds: 29% of shearers rate per 100 | 67.03 | 65.44 |
| All other crutching at sheds: 23% of shearers rate per 100 | 53.16 | 51.90 |
| Full crutching other than at sheds: 25% of shearers rate per 100 | 57.79 | 56.41 |
| All other crutching other than at sheds: 20% of shearers rate per 100 | 46.23 | 45.13 |
| Wigging or Ringing: 11% of shearers rate per 100 | 25.43 | 24.82 |
| Wigging and Ringing and Polling: 22.6% of shearers rate per 100 | 52.24 | 51.00 |
| Wigging or Ringing in addition: 3% of shearers rate per 100 | 6.93 | 6.77 |
| Wigging and Ringing: 18% of shearers rate per 100 | 41.61 | 40.62 |
| Wigging and Ringing in addition: 5% of shearers rate per 100 | 11.56 | 11.28 |
| Cleaning Bellies: 2.5% of shearers rate per 100 | 5.78 | 5.64 |

Lack of amenities allowance - \$6.00 per day

| <u>Daily Rate</u> | Handpiece employees | provided | by |
|--|------------------------|----------|----|
| | | \$ | |
| Not Found: daily rate x Shearers rate per 100 divided by old Shearers rate per 100 | | 177.42 | |
| Found: Not Found rate less found deduction | | 156.05 | |

| | |
|------------------------------------|---------|
| <u>Learners</u> | Per Run |
| | \$ |
| Inexperienced adult shed hand rate | 41.20 |
| Experienced adult shed hand rate | 42.72 |

| | |
|--|----------|
| <u>Combs and Cutter Allowance</u> | Per Week |
| | \$ |
| 62.25% of shearers combs and cutters allowance | 8.47 |

Shearing Cook's Formula

| | |
|--|--------|
| | \$ |
| Total Base Rate (including safety net adjustments) | 622.12 |
| Plus 23% casual loading | 143.09 |
| Plus 20% long hours allowance | 124.42 |
| Plus shearing industry allowance | 109.10 |

- travelling 49.10
- isolation/discomfort 60.00

TOTAL 998.73

Daily rate - Total divided by 5 199.75

Per Person per day rate: daily rate divided by 13 15.37

Shed Hands (Adults) Formula

With Less than 65 days working experience

| | |
|--|--------|
| | \$ |
| Total Base Rate (including safety net adjustments) | 555.96 |
| Plus 23% casual loading - total base rate x 23% | 127.87 |
| Plus shearing industry allowance | 140.20 |

- delays for wet weather 31.10
- travelling 49.10
- isolation 60.00

Total 824.03

| | |
|-------------------------------|----------|
| | Per Week |
| | \$ |
| Per Run - Total divided by 20 | 41.20 |

With more than 65 days working experience

| | |
|--|--------|
| | \$ |
| Total Base Rate (including safety net adjustments) | 580.63 |
| Plus 23% casual loading - total base rate x 23% | 133.54 |
| Plus shearing industry allowance | 140.20 |

- delays for wet weather 31.10
- travelling 49.10
- isolation 60.00

Total 854.37

Per Run - Total divided by 20 42.72

Shed Hands (Juniors)

18 to 20 years

| | |
|--|---------|
| | Per Run |
| | \$ |
| • with 65 days or more experience as a shed hand - 90% of equivalent adult rate | 38.45 |
| • with less than 65 days experience as a shed hand - 90% of equivalent adult rate | 37.08 |

Under 18 years

- with 65 days or more experience as a shed hand
- 70% of equivalent adult rate 29.90
- with less than 65 days experience as a shed hand
- 70% of equivalent adult rate 28.84

Wool Pressers Formula

| | | |
|--|-----------|----------|
| | Piecework | Timework |
| | \$ | \$ |
| Total Base Rate (including safety net adjustments) | 717.23 | 796.09 |

| | Per Week | |
|--|--------------|--------------|
| | \$ | |
| Plus 20% piecework allowance | 143.45 | |
| Plus 23% casual loading | 164.96 | 183.10 |
| Plus shearing industry allowance | 170.20 | 170.20 |
| • delays for wet weather | 31.10 | |
| • travelling | 49.10 | |
| • isolation | 60.00 | |
| • rations | 30.00 | |
| Total | 1,195.84 | 1,149.39 |
| Per run - Total divided by 20 | | 57.47 |
| By hand per bale - total divided by 70 | 17.08 | |
| By hand per kilo - rate divided by 152.4 | 0.112073 | |
| By power per bale - by hand per bale x 2/3 | 11.38667 | |
| By power per kilo - rate divided by 152.4 | 0.074716 | |

Additional Rates

| | Per Day |
|--|---------|
| | \$ |
| Found Deduction - Cook's per person per day rate plus \$6.00 for rations | 21.37 |
| Breakdown Allowance - old rate x shearers rate per 100 divided by old shearers rate per 100: | |
| • not found, handpiece not provided | 154.98 |
| • found, handpiece not provided | 152.20 |

SCHEDULE 5 - LEARNER'S CERTIFICATE

(To be presented at each Shearing)

Issued to: _____

| Date | Station | Average Daily tally | Total Sheep Shorn | Signature of Owner, Manager or Overseer | Signature of Learner | Age |
|------|---------|---------------------|-------------------|---|----------------------|-----|
| | | | | | | |

Dated 5 August 2003.

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

Operative Date: 6 October 2003