

QUEENSLAND INDUSTRIAL RELATIONS COMMISSION

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

STATION HANDS' AWARD - STATE 2003

Pursuant to s. 698 of the *Industrial Relations Act 1999*, the Station Hands' Award - State 2003 with all amendments as at 10 December 2009, is hereby reprinted.

I hereby certify that the Award contained herein is a true and correct copy of the Station Hands' Award - State 2003 as at 10 December 2009.

Dated 10 December 2009.

G.D. Savill
Industrial Registrar

STATION HANDS' AWARD - STATE 2003

PART 1 - APPLICATION AND OPERATION

1.1 Title

This Award is known as the Station Hands' Award - State 2003.

1.2 Arrangement

Subject Matter	Clause No.
PART 1 - APPLICATION AND OPERATION	
Title	1.1
Arrangement	1.2
Date of operation	1.3
Coverage	1.4
Definitions	1.5
Area of operation	1.6
Parties bound	1.7
PART 2 - FLEXIBILITY	
Enterprise flexibility	2.1
PART 3 - COMMUNICATION, CONSULTATION AND DISPUTE RESOLUTION	
Grievance and dispute settling procedure	3.1
PART 4 - EMPLOYER AND EMPLOYEES' DUTIES, EMPLOYMENT RELATIONSHIP AND RELATED ARRANGEMENTS	
Employment categories	4.1
Casual employment	4.2
Juniors	4.3
Anti-discrimination	4.4
Termination of employment	4.5
Introduction of changes	4.6
Redundancy	4.7
Continuity of service - transfer of calling	4.8
PART 5 - WAGES AND WAGE RELATED MATTERS	

Subject Matter	Clause No.
Wage rates	5.1
Allowances	5.2
Payment of wages	5.3
Superannuation	5.4
PART 6 - HOURS OF WORK, BREAKS, OVERTIME, SHIFT WORK, WEEKEND WORK	
Hours of work	6.1
Overtime	6.2
PART 7 - LEAVE OF ABSENCE AND PUBLIC HOLIDAYS	
Annual leave	7.1
Sick leave	7.2
Bereavement leave	7.3
Long service leave	7.4
Family leave	7.5
Public holidays	7.6
Jury service	7.7
PART 8 - TRANSFERS, TRAVELLING AND WORKING AWAY FROM USUAL PLACE OF WORK	
Travelling, transport and fares	8.1
PART 9 - TRAINING AND RELATED MATTERS	
Training	9.1
PART 10 - OCCUPATIONAL HEALTH AND SAFETY MATTERS, EQUIPMENT, TOOLS AND AMENITIES	
Amenities	10.1
Clothing, equipment and tools	10.2
First aid	10.3
Occupational health and safety	10.4
PART 11 - AWARD COMPLIANCE AND UNION RELATED MATTERS	
Right of entry	11.1
Time and wages record	11.2
Posting of award	11.3
Union encouragement	11.4
List of employers with 2nd tier orders	Schedule 1
Definitions	Schedule 2

1.3 Date of operation

This Award takes effect from 23 June 2003.

1.4 Coverage

1.4.1 This Award, except where otherwise stated herein, shall apply to all employees employed by any person, firm, or company owning or having control of Station property (either real or personal), whether as absolute Owner, mortgagee in possession, agent, lessee, or bailee, or in any manner howsoever, or employed by any person, firm, or company under contract to undertake or perform any work upon or in connection with Station property.

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

- (a) Station Managers or Overseers;
- (b) Members of the Station Owner's family;
- (c) *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

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 "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

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

Mackay Division - That portion of the State within the following boundaries: Commencing at the junction of the sea-coast with the 21st parallel of south latitude; then by that parallel of latitude due west to 147 degrees of east longitude; then by that meridian of longitude due south to 22 degrees of south latitude; then by that parallel of latitude due east to the sea-coast; then by the sea-coast northerly to the point of commencement.

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

1.6.2 Districts

(a) Northern Division

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

Western District - The remainder of the Northern Division.

(b) Southern Division

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

Western District - The remainder of the Southern Division.

1.7 Parties bound

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

PART 2 - FLEXIBILITY

2.1 Enterprise flexibility

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

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

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

PART 3 - COMMUNICATION, CONSULTATION AND DISPUTE SETTLING PROCEDURES

3.1 Grievance and dispute settling procedure

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

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

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

4.1 Employment categories

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

Employment categories are:

- (a) full-time;
- (b) casual (as prescribed in clause 4.2).

4.2 Casual employment

- 4.2.1 A relative of an employee may agree with an employer to perform casual cooking duties, providing that such duties may not be undertaken in respect of more than 2 station employees. The hourly rate of pay shall be ascertained by dividing the weekly Cook's rate plus the value of "keep" by 40 and adding 23% thereto.
- 4.2.2 A relative of an employee may agree with an employer to perform casual domestic duties. The hourly rate of pay shall be ascertained by dividing the weekly Domestic's rate plus the value of "keep" by 40 and adding 23% thereto.
- 4.2.3 The hourly rate of pay for casual employees shall be 1/40th of the appropriate full-time rate prescribed in clause 5.1

plus the appropriate loadings as provided hereunder:

- 23% for all ordinary hours worked;
- 73% where the rate of pay is prescribed at time and a-half;
- 123% where the rate of pay is prescribed at double time;
- 173% where the rate of pay is prescribed at double time and a-half.

4.3 Juniors

Not more than one junior, Jackeroo or Jilleroo shall be employed to every 2 employees receiving not less than the minimum rate for a Station Hand Level 1.

4.4 Anti-discrimination

4.4.1 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* 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.

4.4.2 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.

4.4.3 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.

4.4.4 Nothing in clause 4.4 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.

4.5 Termination of employment

4.5.1 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.

4.5.2 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.

4.5.3 *Notice of termination by employee*

The notice of termination required to be given by a full-time or part-time employee shall be one week. If an employee fails to give notice, the employer shall have the right to withhold monies due to the employee with a maximum amount equal to the amount the employee would have received under clause 4.5.2(d) for a period of notice of one week.

4.5.4 *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.

4.6 Introduction of changes

4.6.1 *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.

4.6.2 *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 4.6.1.
- (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.

4.7 Redundancy

4.7.1 *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 4.7.1(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.

4.7.2 *Transfer to lower paid duties*

- (a) Where an employee is transferred to lower paid duties for reasons set out in clause 4.7.1 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 4.5.
- (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.

4.7.3 *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 4.7.3, "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.

4.7.4 *Time off during notice period*

- (a) Where a decision has been made to terminate an employee in the circumstances outlined in clause 4.7.1, 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.

4.7.5 *Notice to Centrelink*

Where a decision has been made to terminate employees in the circumstances outlined in clause 4.7.1, 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.

4.7.6 *Severance pay*

- (a) In addition to the period of notice prescribed for ordinary termination in clause 4.5.2(a), and subject to further order of the Commission, an employee whose employment is terminated for reasons set out in clause

4.7.1(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.

4.7.7 *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.

4.7.8 *Employee leaving during notice*

An employee whose employment is terminated for reasons set out in clause 4.7.1(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.

4.7.9 *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.

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

Clause 4.7 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.

4.7.11 *Employees exempted*

Clause 4.7 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.

4.7.12 *Employers exempted*

- (a) Subject to an order of the Commission, in a particular redundancy case, clause 4.7 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.

4.7.13 Exemption where transmission of business

- (a) The provisions of clause 4.7.6 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 4.7.13(a)(ii) if it is satisfied that it would operate unfairly in a particular case, or in the instance of contrived arrangements.

4.7.14 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.

4.8 Continuity of service - transfer of calling

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

PART 5 - WAGES AND WAGE RELATED MATTERS

5.1 Wage rates

5.1.1 Subject to the additional payments prescribed in Schedule 1 of this Award as to employers therein named, the following shall be the rates of wages with keep payable to the respectively designated classifications of employees engaged on station properties in the Southern Division, Eastern District:

	Award Rate Per Week \$
Station Hand Level 1	568.20
Station Hand Level 2	568.20
Station Hand Level 3	568.20
Book and Storekeeper	568.20
Cook	568.20
Cook's Offsider	568.20
Domestic	
19 years of age and over	568.20
Under 19 years of age	

Note: The weekly rate of pay with keep for a "Domestic - Under 19 years of age" shall be calculated as follows:

65% of (Rate of pay for "Domestic - 19 years of age and over" plus value of "keep") less the value of "keep".

NOTE: The rates of pay in this Award are intended to include the arbitrated wage adjustment payable under the 1 September 2009 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.

5.1.2 *Jackeroos/Jilleroos*

Jackeroos/Jilleroos shall be paid as follows:

	Percentage of Station Hand Level 1 %
First year's experience	50
Second year's experience	55
Third year's experience	75

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

On the completion of 3 years' experience on station property a Jackeroo/Jilleroo shall be paid the rate prescribed for a Station Hand Level 1.

5.1.3 *Junior employees*

The minimum weekly rates of wages payable to junior employees shall be as follows:

(a) Station Hands

	Percentage of Station Hand Level 1 Rate %
First year's experience	55
Second year's experience	65
Third year's experience	85

On the completion of 3 years' experience on Station Property, or on attaining 20 years of age, a Junior Station Hand shall be paid the rates prescribed for a Station Hand Level 1.

(b) Domestic Employees

	Percentage of Domestic rate 19 years of age and over %
Under 19 years of age	65

(c) *Drovers travelling with plant only* shall be paid 75% of the relevant rate for Drovers travelling with stock.

Provided that a Junior with at least 4 years' droving experience shall be paid the relevant rate for an Adult Drover.

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

5.1.4 *Divisional and district allowances*

In addition to the rates hereinbefore prescribed, all employees in receipt of at least the minimum rate of pay shall be paid the following extra rates:

Adults Per Week	Juniors Per Week
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	\$	\$
Northern Division, Eastern District	1.05	0.53
Northern Division, Western District	3.25	1.63
Mackay Division	0.90	0.45
Southern Division, Western District	1.05	0.53

5.2 Allowances

5.2.1 *Camping out*

Employees required to camp away from permanent accommodation shall be paid a camping allowance of \$3.63 for each night spent in camp.

5.2.2 *Cooks*

- (a) Cooks cooking for an average of more than 13 shall be paid \$12.90 per week in addition to the rate prescribed in clause 5.1.1.
- (b) Cooks cooking for an average of more than 30 persons shall be paid \$26.10 per week in addition to the rate prescribed in clause 5.1.1.

5.2.3 *Drovers*

- (a) Sheep Drovers travelling with stock shall be paid \$15.00 per week in addition to the rate prescribed for the relevant Station Hand Level classification.
- (b) Sheep Drovers travelling with plant only shall be paid 50% of the rate prescribed for Sheep Droving when travelling with stock.
- (c) Cattle Drovers on the road with stock shall be paid \$15.00 per week in addition to the rate prescribed in clause 3.2(1)(b)(i) of this Award for Sheep Drovers travelling with stock.
- (d) Junior Drovers:
 - (i) when employed with Sheep Drovers on the road with stock shall be paid \$14.80 per week in addition to the appropriate wage rates prescribed in clause 5.1.3 for Junior Station Hands;
 - (ii) when employed with Cattle Drovers on the road with stock shall be paid \$9.00 per week in addition to the appropriate wage rates prescribed for Sheep Drovers.

5.2.4 *Head stockperson*

A head stockperson who is generally supervising or in control of other employees shall receive, for the time such duties are performed, payment in addition to the relevant Station Hand Level classification wage rate as follows:

- (a) when in control of 4 to 7 employees - \$16.40 per week
- (b) when in control of 8 or more employees - \$27.10 per week

5.2.5 *Keep*

- (a) The following classes of employees shall be paid the respective amounts in addition to the rates of wages prescribed in clause 5.1 of this Award:
 - (i) 'Not Found' Employees - \$102.56 per week
 - (ii) Employees provided with accommodation only - \$83.50 per week
 - (iii) Employees provided with meals/rations only - \$19.00 per week
- (b) The full value of "keep" shall be included in the calculation of payment for employees working overtime, on annual leave or long service leave.
- (c) The full value of "keep" shall be increased by 2 cents per week for each 10 cents per week increase in the weekly "without keep rate of pay" for an Adult Station Hand Level 3 employed in the Southern Division Eastern District.

- (d) Casual employees shall not be entitled to receive any payment in respect of "keep" in addition to the rates of wages prescribed in clause 5.2.5.

5.2.6 *Poisons*

Employees using poisons and/or poisonous gases shall be paid \$2.30 per week in addition to their ordinary prescribed rate for every week during which they are engaged in such work:

Provided that clause 5.2.6 shall not apply to dog poisoners, employees engaged in dipping cattle and/or sheep, or to any employee other than the poison mixer and employees handling the nozzle in connection with the jetting or spraying of sheep, or to any employee engaged in the swabbing of sheep for not more than 3 days in any one week.

5.2.7 *Saddles*

Employees providing their own saddles with the approval of the employer shall be paid an amount of \$1.00 per week in addition to the rate of wage prescribed in clause 5.1.

5.3 Payment of wages

5.3.1 Wages shall be paid monthly, or fortnightly if the employee so wishes and notifies the employee accordingly.

5.3.2 The employer shall, upon payment of wages to or on an account of an employee, indicate by statement in writing given to the employee at the time of payment of the wages is made, how the payment is made up.

Particulars to be included in such statement shall be those required to be made pursuant to the relevant section of the Act.

5.3.3 The employer shall at the end of the monthly or fortnightly pay period, as the case may be, supply the employee with a Statement of Account showing details of any amounts paid to the employee in advance, credited on the employee's behalf, or paid on the employee's account during that pay period.

5.3.4 The employer shall have the right to deduct from an employee's wages or payments, due on termination of employment, any outstanding amount or amounts advanced or credited or paid on the employee's account.

5.3.5 Any cheque paid to an employee as wages or on termination of employment shall be drawn on a local bank.

5.4 Superannuation

5.4.1 *Application* - In addition to the rates of pay prescribed by this Award, eligible employees, as defined herein, shall be entitled to occupational superannuation benefits, subject to the provisions of clause 5.4.

5.4.2 *Contributions*

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

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

(b) Regular payment - The employer shall pay such contributions to the credit of each such employee at least once each calendar month or in accordance with the requirements of the approved fund trust deed.

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

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

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

(f) Cessation of contributions - 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 who has entered into with an employer an agreement in the form/s as provided in the Schedule to this Award.
- (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 that Act and complying with the operating standards as prescribed by Regulations made under that Act. In the case of a newly established fund, the term shall include a superannuation fund that has received a notice of preliminary listing from the Insurance and Superannuation Commissioner.
- (d) 'Ordinary time earnings' 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 *For the purposes of this Award an approved fund means*

- (a) The Australian Rural Industries Superannuation Fund known as 'AUSTSAFE' established by a 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 the relevant section of the Act where membership of a fund cited in an Award would be in conflict with the conscientious beliefs of that employee in terms of section 115 of the Act.
- (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 this provision.

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 this provision.

5.4.5 *Challenge of a fund*

- (a) An eligible employee being a member or a potential member of a fund, as well as a 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 approved fund.

Such fund, other than a fund referred to in clauses 5.4.4(c), (d), (e), (f) and (g), shall be determined by a majority decision of employees.

- (b) Employees to whom these provisions apply who as at the date of this amendment 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 this provision has been utilised and as a result another approved fund is determined, access to a further re-appraisal of the fund for the purpose of favouring yet another fund shall not be available until a period of 3 years has elapsed after that utilisation of this provision:

Provided that the provisions of clause 5.4 do not preclude the making at any time of an industrial agreement within the terms of clause 5.4.4(b).

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/s within 28 days of receipt of that form/s, then that employer shall:

- (i) Advise the eligible employee in writing of the non-receipt of the application form/s and further advise the eligible employee that continuing failure to complete, sign and return such form/s 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/s within the specified period of 14 days be under no obligation to make any occupational superannuation contributions in respect of such eligible employee excepting as from any subsequent date from which completed and signed application form/s is received by the employer.
- (iii) In the event that an eligible employee fails to return a completed and signed application form/s 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/s 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 a Union of employees 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 5.4.7(c)(ii).

- (d) Where an employer fails to provide an eligible employee with an application form/s 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/s within 28 days of being provided with the application form/s by the employer. Where an eligible employee fails to complete, sign and return an application form/s within such period of 28 days clause 5.4.7(c) shall apply.

5.4.8 *Unpaid contributions*

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

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

5.4.9 *Exemptions*

An employer may apply to the Commission for exemption from all or any 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.

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

6.1 Hours of work

6.1.1 The ordinary working hours of Station Hands (excluding Musterers, stockmen and Drivers of stock) and Jackeroos and Jilleroos shall not exceed 40 hours in any one week to be worked within a period of 5 and a-half consecutive days (Monday to Saturday inclusive) of 8 hours in any one day (Monday to Friday inclusive) or of 4 hours up to and including 12 noon on Saturday.

6.1.2 The ordinary working hours of Cooks (except Cooks in mustering camps) and Cooks' Offsiders, Domestic and other employees who work at or about the homestead (except as otherwise now provided in clause 6.2) shall not exceed 40 hours in any one week to be worked between Monday and Saturday inclusive within a period of 5 and a-half days, of 8 hours on any of 5 days or of 4 hours up to and including 12 noon on the day mutually arranged as the half day off.

6.1.3 The ordinary working hours of Musterers and stockmen and Cooks in mustering camps shall not exceed 40 in any one week (Monday to Saturday inclusive) to be worked within a period of 5 and a-half days.

6.2 Overtime

6.2.1 *Station Hands, Jackeroos and Jilleroos*

All time worked in excess of the ordinary daily working hours as prescribed in clause 6.1 shall be paid for at the rate of time and a-half for the first 3 hours and double time thereafter:

Provided that all time worked in excess of 4 hours or after 12 noon on Saturday shall be paid for at the rate of time and a-half for the first 3 hours and double time thereafter with a minimum of 2 hours' work or payment therefor.

6.2.2 *Cooks, Cooks Offsiders, Domestic and other Employees Working at or about the Homestead*

All time worked in excess of the ordinary daily working hours as prescribed in clause 6.1 shall be paid for at the rate of time and a-half for the first 3 hours and double time thereafter:

Provided that all time worked in excess of 4 hours or after 12 noon on the day mutually arranged as a half-day off shall be paid for at the rate of time and a-half for the first 3 hours and double time thereafter with a minimum of 2 hours' work or payment therefor.

6.2.3 *Employees working in mustering camps*

All time worked in excess of the ordinary weekly working hours as prescribed in clause 6.1 shall be paid for at the rate of time and a-half for the first 3 hours and double time thereafter:

Provided that all time worked in excess of 4 hours or after 12 noon on Saturday shall be paid for at the rate of time and a-half for the first 3 hours and double time thereafter with a minimum of 2 hours' work or payment therefore.

6.2.4 *Weekend work*

All time worked on Sundays by all employees shall be paid for at the rate of double time with a minimum of 2 hours' work or payment therefore.

6.2.5 *Authorised overtime*

No overtime shall be worked without the permission of, or under instructions from the employer or the employer's duly authorised representative.

Payment therefor shall be claimed, adjusted and made at the next ensuing date of payment of the employee's wages.

6.2.6 *Casual employees*

The overtime provisions for casual employees shall be the same as those prescribed by clause 4.2.

PART 7 - LEAVE OF ABSENCE AND PUBLIC HOLIDAYS

7.1 Annual leave

7.1.1 Every employee (other than a casual employee) covered by this Award shall at the end of each year of the employee's employment be entitled to annual leave on full pay of 4 weeks.

7.1.2 Such annual leave shall be exclusive of any public holiday which may occur during the period of that annual leave and (subject to clause 7.1.3) shall be paid for by the employer in advance:

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

(b) In every other case, at the ordinary rate payable to the employee concerned immediately prior to that leave under this Award.

7.1.3 If the employment of any employee is terminated at the expiration of a full year of employment, the employer shall be deemed to have given the leave to the employee from the date of the termination of the employment and shall forthwith pay to the employee in addition to all other amounts due to them, their pay, calculated in accordance with clause 7.1.6, for 4 weeks and also their ordinary pay for any public holiday occurring during such period of 4 weeks.

7.1.4 If the employment of any employee is terminated before the expiration of a full year of employment, such employee shall be paid, in addition to all other amounts due to them, an amount equal to 1/12th of their pay for the period of the employee's employment, calculated in accordance with clause 7.1.6.

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

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

7.1.5 Annual leave may be accumulated for a period not exceeding 2 years by mutual agreement between the employer and the employee.

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

7.1.7 In respect to annual leave entitlements to which clause 7.1 applies, annual leave pay (including and proportionate

payments), shall be calculated as follows:

- (a) Leading hands etc. - Subject to clause 7.1.7(c), leading hand allowances and amounts of a like nature otherwise payable for ordinary time worked shall be included in the wages to be paid to employees during Annual leave.
- (b) All employees - Subject to the provisions of 7.1.7(d), in no case shall the payment by an employer to an employee be less than the sum of the following amounts:
 - (i) The employee's ordinary wage rate as prescribed by the Award for the period of the annual leave (excluding week-end penalty rates);
 - (ii) Leading hand allowance or amounts of a like nature;
 - (iii) A further amount calculated at the rate of 17 1/2% of the amounts referred to in clauses 7.1.7(c)(i) and 7.1.7(c)(ii).
- (c) Clause 7.1.7(c) shall not apply to the following:
 - (i) any period or periods of annual leave exceeding 4 weeks; or
 - (ii) employers (and their employees) who are already paying (or receiving) an annual leave bonus, loading or other annual leave payment which is not less favourable to employees.

7.2 Sick leave

7.2.1 Entitlement

- (a) Every employee, except casual 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 thirteen weeks' absence from work through illness in any one year.
- (f) Part-time employees accrue sick leave on a proportional basis.

7.2.2 Employee must give notice

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

7.2.3 Evidence supporting a claim

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

7.2.4 Accumulated sick leave

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

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

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

7.2.5 Workers' compensation

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

7.3 Bereavement leave

7.3.1 Full-time and part-time employees

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

7.3.2 Long-term casual employees

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

7.3.3 "Immediate family" includes:

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

7.3.4 Unpaid leave

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

7.4 Long service leave

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

7.5 Family leave

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

7.5.1 It is to be noted that:

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

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

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

7.6 Public holidays

7.6.1 Subject to clause 7.6.6 all work done by any employee on:

- the 1st January;
- the 26th January;
- Good Friday;
- Easter Saturday (the day after Good Friday);
- Easter Monday;

- the 25th April (Anzac Day);
- The Birthday of the Sovereign;
- Christmas Day;
- Boxing Day; or
- any day appointed under the *Holidays Act 1983*, to be kept in place of any such holiday

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

7.6.2 *Labour Day*

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

7.6.3 *Annual show*

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

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

7.6.4 *Double time and a-half*

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

7.6.5 *Stand down*

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

7.6.6 *Substitution*

Where there is agreement between the employer and the majority of employees concerned, a public holiday may be substituted for another day. If such other day is worked, then payment for that day will be at the rate of double time and a-half at the employees' ordinary time rate of pay.

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 Travelling, transport and fares

8.1.1 Fares

Every employee shall be allowed the fare actually paid from the place of engagement to the place of employment or an amount equal to the minimum fare payable, whichever is the greater, provided the employee faithfully fulfils their duties for not less than 3 months, and shall be allowed their return fare provided they faithfully fulfil their duties for not less than 12 months or for any lesser specified period of time for which they are engaged:

The employer shall have the right to make their own arrangements for the conveyance of the employee:

If the employer provides conveyance no fare allowance shall be payable.

When travelling by railway second-class fares shall be allowed.

Every employee while travelling from the place of engagement to the station shall be paid an allowance for the amount actually paid for meals taken and for overnight accommodation limited to \$1.35 per meal and 3 meals per day and \$2.50 per night for over-night accommodation.

8.1.2 Transport

If an employee is dismissed and has no means of transport available, the employer shall provide transport to the nearest means of public transport as soon as is practicable following such dismissal.

8.1.3 Keep

See allowances section

PART 9 - TRAINING AND RELATED MATTERS

9.1 Training

9.1.1 The parties to this Award recognise that in order to increase the efficiency and productivity of the enterprise and also the national and international competitiveness of the industries covered by this award, a 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 Amenities

10.1.1 Accommodation

- (a) 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 therefore, and any regulations made thereunder.

Such accommodation shall be supplied by the employer in a clean state at commencement of employment:

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 any Owner, person, or employer to comply with the requirements of such notice, the provisions as to accommodation in clause 10.1.1 shall be construed as being limited to such extent as they are affected by such permit or notice.

- (b) Camping Out - Employees required to camp away from permanent accommodation shall be provided with all tents and camping utensils.
- (c) Care of Goods - All mattresses, pillows, and covers therefore, and utensils supplied to employees in accordance with the provisions of this Award and the above Act shall be returned by the employee in a clean and good

condition (reasonable wear and tear excepted) and any deficiency, breakage, or other damage may be charged against the earnings of the employee concerned, or where goods are provided for and used by more than one employee, in equal proportions against the earnings of the employees for whose use collectively the utensils were supplied.

10.2 Clothing, equipment and tools

10.2.1 Protective clothing

- (a) All employees shall be provided with all necessary protective clothing necessary in the performance of their duties.
- (b) All protective clothing provided shall be laundered and maintained by the employee on a regular basis.
- (c) All protective clothing shall remain the property of the employer and shall be returned to the employer in a satisfactory condition, fair wear and tear excepted, on termination of employment.

10.2.2 Equipment

The employer shall provide all equipment including motor vehicles, motorcycles, horses, water bags and tools necessary for use by employees in the performance of their duties.

10.2.3 Dining rooms

Tables and seating facilities shall be provided in conformity with the provisions of the *Pastoral Workers' Accommodation Act 1980* and any subsequent Act amendments.

In addition, where practicable, 2 power outlets shall be provided.

10.2.4 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, gas or kerosene appliances and pressure lamps.

10.2.5 Employer

For the purpose of clause 10.2, the owner of the property shall be deemed to be the employer.

10.2.6 Kitchens

In addition to the following provisions, all kitchen facilities shall be provided in conformity with the provisions of the *Pastoral Workers' Accommodation Act 1980* and any subsequent Act amending the said Act:

- (a) Flooring - The kitchen floor shall be constructed of wood or concrete.
- (b) Fuel - Where wood stoves are provided an adequate quantity of wood shall be provided.
Where stoves or water heating units are gas powered an adequate quantity of gas shall be provided.
- (c) Meal preparation - Adequate table or bench space shall be provided for use in the preparation of meals.
- (d) Refrigerators - 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 8	368.1 litres
Each additional 4 or part thereof	33.98 litres

- (e) Sinks - A single bowl stainless steel or porcelain type sink shall be supplied:
Provided that a twin bowl sink shall be provided when 4 or more employees are cooked for.
- (f) Utensils - The employer shall provide all necessary kitchen utensils including plates and mugs, pot, can or urn

with spout or tap for the distribution of beverages.

10.2.7 *Laundry facilities*

The employer shall provide one 54.6 litre copper with stand or sufficient washing machines, a bench and concrete, stainless steel or porcelain type washing tubs for every 10 employees or part thereof.

10.2.8 *Meals at homestead*

The provisions of clause 10.2.6 (Kitchens) and clause 10.2.3 (Dining rooms) shall not apply in respect of employees whose meals are cooked for and/or served and eaten at the homestead.

10.2.9 *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;
- (f) a broom and a waste basket.

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.

10.2.10 *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.

Where the pan system is provided, night soil shall be removed as often as required, but at least once per week.

10.2.11 *Water*

Hot and cold water shall be provided to showers, wash basins and tubs and/or sinks in ablution areas and the kitchen.

10.2.12 *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 or other impervious material.

10.2.13 *Food*

- (a) Where the employer is required to supply meals and/or rations to employees under this Award, such meals shall be of sufficient quantity, sound, well cooked by the Cook, and where reasonably procurable, the goods as mentioned in the following Schedule shall be supplied:

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 Powdered), 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 - when reasonably procurable, Onions, Peas - Split and Blue, and Potatoes), Vinegar and Washing Powder (for cleansing Cooking utensils).

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

- (b) An employee residing with a spouse or *de facto*, an employee being a dependant of, and residing with same, and employees living away from the homestead may be provided with such rations uncooked:

Provided that no charge may be made on the employer for the cooking of such rations so supplied.

- (c) Where mutually agreed between the employer and an employee, an employee may be paid the weekly amount prescribed by clause 5.2.5(a)(ii) (Allowances) of this Award in lieu of provision of the aforesaid rations.

10.3 First aid

The employer shall provide a suitable first-aid kit for use by employees in the case of accident.

10.4 Occupational health and safety

10.4.1 Cancerous sheep

An employee may refuse to dag and/or drench cancerous sheep, sheep suffering from any offensive wound or sore (other than from maggots) unless supplied with an antiseptic, or sheep suffering from any disease communicable to humans.

10.4.2 Conduct of employees

All employees shall conduct themselves properly on the Station property.

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.

10.4.3 Mail

All mail, etc., addressed to an employee care of the employer shall be delivered by the employer to the employee with all reasonable dispatch.

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 the authorisation upon request.
- (b) Clause 11.1.2(a)(i) does not apply if the authorised industrial officer establishes that the employer or other person in charge is absent.

- (c) A person must not obstruct or hinder any authorised industrial officer exercising their right of entry.
- (d) If the authorised industrial officer intentionally disregards a condition of clause 11.1.2 the authorised industrial officer may be treated as a trespasser.

11.1.3 *Inspection of records*

- (a) An authorised industrial officer is entitled to inspect the time and wages record required to be kept under section 366 of the Act.
- (b) An authorised industrial officer is entitled to inspect such time and wages records of any former or current employee except if the employee:
 - (i) is ineligible to become a member of the Union; or
 - (ii) is a party to a QWA or ancillary document, unless the employee has given written consent for the records to be inspected; or
 - (iii) has made a written request to the employer that the employee does not want that employee's record inspected.
- (c) The authorised industrial officer may make a copy of the record, but cannot require any help from the employer.
- (d) A person must not coerce an employee or prospective employee into consenting, or refusing to consent, to the inspection of their records by an authorised industrial officer.

11.1.4 *Discussions with employees*

An authorised industrial officer is entitled to discuss with the employer, or a member or employee eligible to become a member of the Union:

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

11.1.5 *Conduct*

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

11.2 Time and wages record

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

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

11.2.2 The time and wages record must also contain:

- (a) the employee's full name and address;

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

11.2.3 The employer must keep the record for 6 years.

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

11.3 Posting of award

A copy of this Award shall be exhibited in a conspicuous and convenient place on the premises of the employer.

11.4 Union encouragement

Clause 11.4 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.

11.4.1 Documentation to be provided by employer

At the point of engagement, an employer to whom this Award applies 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.

11.4.2 Union delegates

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.

The employer shall not unnecessarily hinder accredited Union delegates and/or job representatives in the reasonable and responsible performance of their duties.

11.4.3 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

LIST OF EMPLOYERS WITH 2ND TIER ORDERS WHICH TO VARYING DEGREES MODIFY THE PROVISIONS OF THIS AWARD

NAME	CASE NO.	DATE OF ORDER
Permanent Heads of Queensland Government Departments	B86 and	7.3.88
Public Hospitals Boards	B122/88	9.9.88
Mater Misericordiae Public Hospitals, South Brisbane		

SCHEDULE 2

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

1. 'Average of Employees' means the average number of employees calculated over a period of one calendar month.

2. 'Casual Employee' means a Station employee who is engaged on an hourly basis.
3. 'Commission' means the Queensland Industrial Relations Commission.
4. 'Domestic Employee' means an employee engaged to perform general cleaning work, including, but not limited to, laundry work, firewood cutting, Cooking for the Owner, employer, Manager, and members of their households, Cooking for an Overseer, and generally performing useful work of a domestic nature in or about the house or homestead.
5. 'Jackeroo/Jilleroo' means an employee who, under an agreement with an employer, is obtaining experience in Station Work with a view to becoming an Overseer, Manager or Owner, and who has separate quarters and conditions from those of other employees.
6. 'Station Hand Level 1' means an adult employee performing Station Hands' work who has less than 12 months' experience in the pastoral industry.
7. 'Station Hand Level 2' means an adult employee performing Station Hands' work who has had at least 12 months' experience in the pastoral industry as a Station Hand Level 1 but who does not conform to the definition of station Hand Level 3.
8. 'Station Hand Level 3' means an adult employee performing Station Hands' work who has at least 2 years' experience in the pastoral industry as a Station Hand who is capable of performing without supervision any task reasonably required by the employer including driving and/or operating and maintaining property vehicles, machinery and plant, animal husbandry, stock work, irrigation work and the use and application of chemicals.
9. 'Station Hands' Work', without limiting the generality of the term, means and includes working with livestock, mustering, animal husbandry, bore-drain work, operation and maintenance of vehicles, machinery, plant and equipment, use and application of chemicals, fencing and general labouring work.
10. 'Without "'Keep" 'Rate of Pay' means the sum of the rate of pay prescribed by clause 5.2 (Wages) and the 'not found' allowance prescribed in clause 5.2.5.

Dated 22 April 2003.

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

Operative Date: 23 June 2003