

QUEENSLAND INDUSTRIAL RELATIONS COMMISSION

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

SUGAR FIELD SECTOR AWARD - STATE 2005

Following the Declaration of the General Ruling in the 2010 State Wage Case (matter numbers B/2010/20 and B/2010/21), the Sugar Field Sector Award - State 2005 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 Sugar Field Sector Award - State 2005 as at 1 September 2010.

Dated 1 November 2010.

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

SUGAR FIELD SECTOR AWARD - STATE 2005

PART 1 - APPLICATION AND OPERATION

1.1 Title

This Award is known as the Sugar Field Sector Award - State 2005.

1.2 Arrangement

Subject Matter Clause No.

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Bundaberg Sugar Limited

Schedule 1

1.3 Date of operation

This Award takes effect from 17 October 2005.

1.4 Award coverage

1.4.1 This Award applies to the following:

- (a) Sugar Field Sector Employers and Employees whose rates of pay are prescribed in clause 5.2 with the exception of the cane farmer's or contractor's Family, or all persons who are a legal part of the business enterprise of either the cane farmer or the contractor.

1.4.2 The exemption available to a member of a cane farmer's or contractor's Family applies whilst any such Family member/s is/are working as follows:

- (a) in respect of a cane farmer, while any such Family members/s is/are working on the particular cane farmer's farm/s;
- (b) in respect of a contractor, while any such Family member/s is/are working for that particular contractor irrespective of where such contractor is working.

1.4.3 The exemption provided for in clause 1.4 shall not apply to any Family member of a farmer or contractor whilst such Family member is not working directly for such farmer or contractor.

1.5 Definitions

1.5.1 "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 "Daily" engagement means an employee specifically engaged in writing by the day with a further agreement as to the number of ordinary hours up to 10 or 12 hours to be worked on such day, who shall be paid on a Daily basis for the total number of hours agreed to comprise the day at the relevant ordinary time and overtime (as the case may be) for the classification in which the employee is engaged.

1.5.4 "Family" means father, mother, husband or wife (including *de facto*), son, daughter, grandfather, grandmother, step-father, step-mother, foster parents, brother, sister, step-brother or step-sister, adopted and/or fostered children.

1.5.5 "Field Sector" means all cane farming and/or harvesting operations, and any operations incidental to, or in connection with, such operations in the Queensland sugar industry including any pest, disease control and research operations of Cane Productivity and Protection Boards.

1.5.6 "Field Sector Employer" means any employer engaged in the Field Sector as defined.

1.5.7 "Field Sector Employee" except for a member of a cane farmer's or a contractor's Family (as defined), means any employee engaged in the Field Sector as defined.

1.5.8 "Hourly" engagement means an employee specifically engaged in writing on an Hourly basis, with a minimum 2 hours engagement, who shall be paid the total number of hours worked in the pay period at the relevant Hourly rate for ordinary time and overtime (as the case may be) for the classification in which the employee is engaged.

1.5.9 "Owner Driver" means any person who owns and operates any Vehicle used in the hauling of sugar cane.

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

1.5.11 "Vehicle" includes any motor Vehicle, tractor or trailer used in the hauling of sugar cane.

1.5.12 "Weekly" engagement means an employee not specifically engaged in writing as either an Hourly or Daily engagement, who shall be paid on the basis of 38 ordinary hours for each weekly period, irrespective of whether the employee is required to complete a full week's work unless the employer has exercised its rights in accordance with section 98 of the Act.

1.6 Area of operation

For the purpose of this Award the districts created are as set out below:

1.6.1 *Southern District* - All that portion of the State of Queensland south of the Tropic of Capricorn.

1.6.2 *Central District* - All that portion of the State of Queensland between the Tropic of Capricorn and the 20th parallel of south latitude.

1.6.3 *Northern District* - All that portion of the State of Queensland north of the 20th parallel of south latitude.

1.7 Parties bound

This Award is legally binding on the employers and employees as prescribed by clause 1.4, 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.

2.2 Global commitments

- 2.2.1 All parties to this Award agree and recognise that the industrial relations foundations upon which this Award is made provides for employers, increased productivity and efficiency, continuous improvement in the workplace and best practice, and for employees, increased wages and employment conditions, increased work satisfaction and career opportunities.
- 2.2.2 The Union recognises that the continuing and enhanced ability of employers to pay any increased wages and/or to provide improved wages and conditions for employees, must be a concurrent outcome of any increased wages and/or conditions.
- 2.2.3 It is also understood and accepted by the employer parties to this Award that the productivity and efficiency measures contained in the award are of sufficient return to the Field Sector to support and justify the wages and/or conditions contained herein.
- 2.2.4 The parties to this Award are committed to maintaining a modern award by identifying and developing industrial conditions and employment practices which recognise and reflect the operations and requirements of the Field Sector of the sugar industry.
- 2.2.5 The parties agree that under clause 2.2, any matter can be raised for discussion.
- 2.2.6 Any discussions will be premised on the understanding that:
- (a) Negotiations will include the Union, and employer representatives, provided that where any district level discussions are considering matters that may require an award amendment, the Union shall be invited to participate at the district level.
 - (b) If agreement cannot be reached in the implementation process on a particular issue it shall be referred to the Commission.

PART 3 - COMMUNICATION, CONSULTATION AND DISPUTE RESOLUTION

3.1 Grievance and dispute settling procedure

- 3.1.1 The objective of this procedure shall be to avoid disputes by the resolution to issues through measures based on consultation, co-operation and discussion and to avoid interruption to the performance of work and consequential loss of production and wages.

It is acknowledged that it is in the best interest of all parties that issues are identified and resolved in accordance with the agreed procedure.

- 3.1.2 The matters to be dealt with in the procedure herein shall include all grievances and disputes between an employee and an employer in respect to any industrial matter. Such procedure shall apply to a single employee or to any number of employees.
- 3.1.3 The procedure to be followed is:
- (a) In the event of an employee/s having a grievance or dispute the employee/s shall in the first instance, attempt to resolve the matter with the employer or the employer's workplace representative, who shall respond to such request as soon as reasonably practicable under the circumstances.
 - (b) If the issue is not resolved in the first step, it shall be discussed between the employee, the workplace Union job representative and the local organiser and/or District Secretary of the Union, and the employer

or the employer's representative and/or the relevant Canegrowers District Executive and/or the District Branch of the Queensland Mechanical Cane Harvesters' Association, Union of Employers, as the case may be.

- (c) If the issue cannot be resolved at workplace or district level, the issue shall be discussed at State level between the Union and the Queensland Cane Growers' Association, Union of Employers and/or the Queensland Mechanical Cane Harvesters' Association, Union of Employers, as the case may be.
- (d) Any issue which cannot be resolved after following the procedure prescribed above may be referred by either party to the Commission.
- (e) Without prejudice to either party, whilst the above procedure is being followed, work shall continue normally, except in a case of a genuine safety issue and neither party shall unduly delay the procedure.
- (f) Throughout all stages of the procedure all relevant facts shall be clearly identified and recorded.

3.1.4 The *status quo* existing before the emergence of the grievance or dispute is to continue whilst the above procedure is being followed.

3.1.5 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.

3.1.6 The parties give their genuine commitment to the procedure, particularly in the context of the need to avoid interruption to the performance of work and the consequential loss of production or wages.

3.1.7 This dispute avoidance procedure shall not prejudice either party exercising their rights before the Commission.

3.2 Strike-free harvesting and crushing

3.2.1 The industrial parties will continue to work together to attempt to ensure "strike-free" harvesting and crushing seasons to maximise the complete industry's returns and therefore employment. The Union recognises that it has the primary role to play in achieving "strike-free" harvesting and crushing seasons.

3.2.2 The Union also states that the Union agrees to continue its attempts to ensure that a "strike-free" harvesting and crushing season occurs to maximise industry returns and therefore employment.

In making this commitment, the Union notes that:

- (a) no absolute guarantees can be given where personal disputes between an employer and the employee may arise;
- (b) no absolute guarantees can be given where the Union is in the position of not having been consulted beforehand; and
- (c) where the circumstances in clause 3.2.2(b) occurs, the Union undertakes to take all immediate action possible to prevent the continuation of any action which interrupts the orderly operations of the Field Sector.

3.3 Harvesting and transport of scheduled cane

3.3.1 Any sugar cane scheduled to be crushed which is already burnt in the field, or is harvested and in cane bins, shall be transported, crushed and processed by the Union members employed at the relevant sugar mill, where it is in their power to do so, before any stoppages of a shift's duration or more, occur.

3.3.2 The provisions of clause 3.3.1 will be strictly enforced with the Queensland Cane Growers' Association Union of Employers and/or the Queensland Mechanical Cane Harvesters Association, Union of Employers having the right to take action in respect of any breach.

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

4.1 Contract of employment

4.1.1 General basis

- (a) Unless otherwise specified in writing to the effect that an employee is engaged on an Hourly or Daily

basis, each employee is deemed to be engaged on a weekly basis.

- (b) Hourly, Daily and weekly employees shall be paid on an Hourly, Daily and weekly basis respectively.

4.1.2 *Single contract Hourly rate*

- (a) Employees may be engaged in writing on a single contract Hourly rate basis and shall be paid a 15% loading above the standard ordinary Hourly rate as contained in clause 5.2.4 and shall be paid that rate for each and every hour of work in lieu of the provisions of clause 5.5, clause 6.1.2 and clause 6.2.
- (b) Employees employed on this basis shall be entitled to all other entitlements contained in this Award.

4.1.3 *Piecework*

Employees may be engaged in writing on a piecework basis in accordance with the terms of clause 5.5.

4.1.4 *Mixed function*

An employer may direct an employee to carry out such duties as are within the limits of the employee's skill, competence and training, and shall be consistent with the employer's responsibilities to provide a safe and healthy working environment.

4.2 Incidental or peripheral tasks

- 4.2.1 An employer may direct an employee to carry out such duties as are reasonably within the limits of the employee's skill, competence, and training, consistent with the classification structure of this Award and use such tools and equipment as may be required provided that the employee has been properly trained in the use of such tools and equipment.
- 4.2.2 Any direction issued by an employer pursuant to clause 4.2.1 shall be consistent with the employer's responsibility to provide a safe and healthy working environment.

4.3 Anti-discrimination

- 4.3.1 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 varied 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.
- 4.3.2 Accordingly in fulfilling their obligations under the grievance and disputes settling procedure in clause 3.1 of this Award, 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.
- 4.3.3 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.
- 4.3.4 Nothing in clause 4.3 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.

4.4 Termination of employment

4.4.1 *Statement of employment*

An employer shall, in the event of termination of employment, provide upon request to the employee who has been terminated a written statement specifying the period of employment and the classification or type of work performed by the employee.

4.4.2 Termination by employer

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

Period of Continuous Service	Period of Notice
Not more than 1 year	1 week
More than 1 year but not more than 3 years	2 weeks
More than 3 years but not more than 5 years	3 weeks
More than 5 years	4 weeks

- (b) In addition to the notice in clause 4.4.2(a), 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 clause 4.4.2 shall not apply in the case of dismissal for misconduct or other grounds that justify instant dismissal, or in the case of a casual employee, or an employee engaged by the hour or day, or an employee engaged for a specific period or tasks.

4.4.3 Notice of termination by employee

The notice of termination required to be given by an employee shall be the same as that required of an employer, save and except that there shall be no additional notice based on the age of the employee concerned. 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 4.4.2(d).

4.4.4 Time off during notice period

During the period of notice of termination given by the employer, an employee shall be allowed up to one day's time off without loss of pay for the purpose of seeking other employment. This time off shall be taken at times that are convenient to the employee after consultation with the employer.

4.5 Introduction of changes

4.5.1 Employer's duty to notify

- (a) Where an employer decides to introduce changes in production, program, organisation, structure or technology, that are likely to have significant effects on employees, the employer shall notify the employees who may be affected by the proposed changes and, where relevant, their union or unions
- (b) "Significant effects" includes termination of employment, major changes in the composition, operation or size of the employer's workforce or in the skills required; the elimination or diminution of job opportunities or job tenure; the alteration of hours of work; the need for retraining or transfer of employees to other work or locations and the restructuring of jobs:

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

4.5.2 Employer's duty to consult over change

- (a) The employer shall consult the employees affected and, where relevant, their union or unions about the

introduction of the changes, the effects the changes are likely to have on employees (including the number and categories of employees likely to be dismissed, and the time when, or the period over which, the employer intends to carry out the dismissals), and the ways to avoid or minimise the effects of the changes (e.g. by finding alternate employment).

- (b) The consultation must occur as soon as practicable after making the decision referred to in clause 4.5.1.
- (c) For the purpose of such consultation the employer shall provide in writing to the employees concerned and, where relevant, their union or unions, all relevant information about the changes including the nature of the changes proposed, the expected effects of the changes on employees, and any other matters likely to affect employees:

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

4.6 Redundancy

4.6.1 Consultation before terminations

- (a) Where an employer decides that the employer no longer wishes the job the employee has been doing to be done by anyone, and this is not due to the ordinary and customary turnover of labour, and that decision may lead to termination of employment, the employer shall consult the employee directly affected and where relevant, their union or unions.
- (b) The consultation shall take place as soon as it is practicable after the employer has made a decision, which will invoke the provisions of clause 4.6.1(a) and shall cover the reasons for the proposed terminations, measures to avoid or minimise the terminations and/or their adverse affects on the employees concerned.
- (c) For the purpose of the consultation the employer shall, as soon as practicable, provide in writing to the employees concerned and, where relevant, their union or unions, all relevant information about the proposed terminations including the reasons for the proposed terminations, the number and categories of employees likely to be affected, the number of workers normally employed and the period over which the terminations are likely to be carried out:

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

4.6.2 Transfer to lower paid duties

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

4.6.3 Transmission of business

- (a) Where a business is, whether before or after the date of insertion of clause 4.6 in the Award, transmitted from an employer (transmittor) to another employer (transmittee), and an employee who at the time of such transmission was an employee of the transmittor of the business, becomes an employee of the transmittee:
 - (i) the continuity of the employment of the employee shall be deemed not to have been broken by reason of such transmission; and
 - (ii) the period of employment which the employee has had with the transmittor or any prior transmittor

shall be deemed to be service of the employee with the transmittee.

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

4.6.4 *Time off during notice period*

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

4.6.5 *Notice to Centrelink*

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

4.6.6 *Severance pay*

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

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

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

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

4.6.7 *Superannuation benefits*

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

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

4.6.8 *Employee leaving during notice*

An employee whose employment is terminated for reasons set out in clause 4.6.1(a), may terminate such employment during the period of notice, and, if so, shall be entitled to the same benefits and payments under clause 4.6 had such employee remained with the employer until the expiry of such notice:

Provided that in such circumstances the employee shall not be entitled to payment in lieu of notice.

4.6.9 *Alternative employment*

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

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

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

4.6.11 *Employees exempted*

Clause 4.6 shall not apply:

- (a) where employment is terminated as a consequence of misconduct on the part of the employee; or
- (b) to employees engaged for a specific period or task(s), except where such employees are:
 - (i) engaged on a series of consecutive contracts; and
 - (ii) where the period of actual service covered by the series of contracts totals in excess of 12 months. For the purpose of clause 4.6.11 the continuity of an employee's service with an employer is taken not to be broken by a period between fixed term contracts which is equal to or less than 8 weeks; or
- (c) to casual employees;
- (d) to apprentices including apprentices who are retained in employment for one fixed term contract after the completion of their apprenticeship.

4.6.12 *Employers exempted*

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

4.6.13 *Exemption where transmission of business*

- (a) The provisions of clause 4.6.6 are not applicable where a business is before or after the date of the insertion of this clause into the Award, transmitted from an employer (transmittor) to another employer (transmittee), in any of the following circumstances:
 - (i) where the employee accepts employment with the transmittee which recognises the period of continuous service which the employee had with the transmittor, and any prior transmittor, to be continuous service of the employee with the transmittee; or
 - (ii) where the employee rejects an offer of employment with the transmittee:
 - (A) in which the terms and conditions are substantially similar and no less favourable, considered on an overall basis, than the terms and conditions applicable to the employee at

the time of ceasing employment with the transmitter; and

- (B) which recognises the period of continuous service which the employee had with the transmitter and any prior transmitter to be continuous service of the employee with the transmittee.

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

4.6.14 *Incapacity to pay*

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

PART 5 - WAGES AND WAGE RELATED MATTERS

5.1 Definitions of classifications

5.1.1 "Cultivation/Cane Production Career-Path Stream" means the specialised career path for employees engaged in any duties associated with the preparation of land for the growing of sugar cane, any duties associated with the planting and growing of sugar cane, and any pre and post harvesting field work duties and including the operation of, and any work in connection with the operation of, any tractor or Vehicle or other mobile equipment used in connection therewith.

5.1.2 "Cane Haulage Career-Path Stream" means the specialised career path for employees engaged in operating or on any duties in connection with the operation of any tractor or other Vehicle used in the hauling out of harvested sugar cane to any delivery point as determined.

5.1.3 "Cane Harvesting Career-Path Stream" means the specialised career path for employees engaged in operating or on any duties in connection with the operation of any sugar cane harvester.

5.1.4 "Cultivation/Cane Production Inductee/Trainee" means an employee who is engaged in accordance with the provisions for an Inductee/Trainee as prescribed by clause 5.2.7(a) and is an employee regarded as a new starter with little or no cultivation/cane production skills and is completing an initial phase of probationary employment and on-the-job training prior to being employed as a Cultivation/Cane Production Employee Grade 1.

5.1.5 "Cane Haulage Inductee/Trainee" means an employee who is engaged in accordance with the provisions for an Inductee/Trainee as prescribed by clause 5.2.7(b) and is an employee regarded as a new starter with little or no cane haulage skills and is completing an initial phase of probationary employment and on-the-job training prior to being employed as a Cane Haulage Employee Grade 1.

5.1.6 "Cane Harvesting Inductee/Trainee" means an employee who is engaged in accordance with the provisions for an Inductee/Trainee as prescribed by clause 5.2.7(c) and is an employee who has worked at the level of either a Cultivation/Cane Production Employee Grade 1 or a Cane Haulage Employee Grade 1, and is completing an initial phase of probationary employment and on-the-job training prior to being employed as a Cane Harvesting Employee Grade 1.

5.1.7 "Cultivation/Cane Production Employee Grade 1" means an employee in the Cultivation/Cane Production Stream who is competent above the skills and knowledge levels of a Cultivation/Cane Production Inductee/Trainee as prescribed in clause 5.2.7(a) and is an employee able to perform the following typical tasks:

- (a) demonstrating an established work orientation, the knowledge, skills and capacity to perform proceduralised tasks under general supervision and more complex tasks involving the use of theoretical knowledge and motor skills;
- (b) working with little supervision for routine tasks;
- (c) operating, servicing, maintaining and carrying out minor repairs to agricultural equipment;
- (d) operating, servicing and maintaining any tractors, trucks and Vehicles; and
- (e) performing agricultural tasks such as land preparation, planting, irrigating, drainage, recognition of pest and diseases and correct application and use of chemicals and fertilizers.

5.1.8 "Cultivation/Cane Production Employee Grade 2" means an employee in the Cultivation/Cane Production Stream who is competent above the skills and knowledge levels of a Cultivation/Cane Production Employee Grade 1, and is an employee able to perform the following typical tasks:

- (a) demonstrating an established work orientation, the knowledge, skills and capacity for self-directed application including the selection and use of appropriate techniques and equipment and the performance of complex tasks involving the use of applied theoretical knowledge and motor skills;
- (b) working under general supervision;
- (c) supervising other Cultivation/Cane Production Employees;
- (d) keeping records;
- (e) servicing, maintaining, significant repairing and setting up all cultivation/cane production equipment;
- (f) operating, servicing and maintaining any tractors, trucks and Vehicles;
- (g) carrying out workshop skills including engineering repairs, competent welding, oxy cutting and grinding;
- (h) selecting and applying pest and disease control measures including chemicals and fertilizers; and
- (i) deciding and performing agricultural tasks such as land preparation, planting, irrigating and drainage.

5.1.9 "Cane Haulage Employee Grade 1" means an employee who is competent above the skills and knowledge levels of a Cane Haulage Inductee/Trainee, and is an employee able to perform the following typical tasks:

- (a) demonstrating an established work orientation, the knowledge, skills and capacity to perform proceduralised tasks under general supervision and more complex tasks involving the use of theoretical knowledge and motor skills;
- (b) working under general supervision;
- (c) operating Vehicles hauling cane; and
- (d) servicing, maintaining, minor repairing, adjusting cane haulage Vehicles and equipment, and under supervision, cane harvesters.

5.1.10 "Cane Haulage Employee Grade 2" means an employee who is competent above the skills and knowledge levels of a Cane Haulage Employee Grade 1, and is an employee able to perform the following typical tasks:

- (a) demonstrating an established work orientation, the knowledge, skills and capacity for self-directed application including the selection and use of appropriate techniques and equipment and the performance of complex tasks involving the use of applied theoretical knowledge and motor skills;
- (b) working without supervision;
- (c) operating Vehicles hauling cane including operating road transport prime movers and trailers with carrying capacity in excess of 53 tonnes Gross Vehicle Mass;
- (d) servicing, maintaining, significant repairing, adjusting and setting-up cane haulage Vehicles and equipment and under general supervision, cane harvesters; and
- (e) carrying out significant workshop skills including engineering repairs, competent welding, oxy cutting and grinding.

5.1.11 "Cane Harvesting Employee Grade 1" means an employee in the Cane Harvesting Stream who is competent above the skills and knowledge levels of a Cane Haulage Stream Employee and a Cane Harvesting Inductee/Trainee and is able to perform the following typical tasks:

- (a) demonstrating an established work orientation, the knowledge, skills and capacity for self-directed application including the selection and use of appropriate techniques and equipment and the performance of complex tasks involving the use of applied theoretical knowledge and motor skills;
- (b) working without supervision;
- (c) supervising and training Cane Haulage Stream Employees and Cane Harvesting Inductees/Trainees, and working in co-operation with Cane Cultivation/Production Employees;
- (d) keeping records;
- (e) servicing, maintaining, significant repairing and setting up cane harvesters and hauling Vehicles including ancillary harvesting equipment;

- (f) operating cane harvesters, tractors and trucks, and Vehicles;
- (g) carrying out significant workshop skills including engineering repairs, competent welding, oxy cutting and grinding; and
- (h) exercising soil, land and crop care in the cane harvesting and cane hauling process.

5.1.12 "Cane Harvesting Employee Grade 2" means an employee in the Cane Harvesting Stream who is competent above the skills and knowledge levels of a Cane Haulage Stream Employee, and a Cane Harvesting Employee Grade 1, and is an employee able to perform the following typical tasks:

- (a) demonstrating a highly developed knowledge, skills and capacity for self-directed application including the selection and use of appropriate techniques and equipment and the performance of complex tasks involving the use of applied theoretical knowledge and motor skills;
- (b) working with self direction;
- (c) directing, supervising and training Cane Harvesting Stream Employees, Cane Haulage Stream Employees and where relevant, Cultivation/Cane Production Stream Employees;
- (d) analysing records;
- (e) servicing, maintaining, major repairing and overhauling, and setting up, all harvesting and hauling Vehicles and ancillary equipment;
- (f) operating cane harvesters, tractors and trucks, and Vehicles;
- (g) carrying out major workshop skills including engineering repairs, overhauling, modifying, manufacturing, designing and advanced welding, oxy cutting and grinding; and
- (h) directing, supervising and exercising soil, land and crop care in the cane harvesting and hauling process.

5.2 Wages rates

5.2.1 Wage level relativities

All work shall be covered by the following Career-Path Classification Structure:

Career Path Classification Structure	%
Cultivation/Cane Production Inductee/Trainee	85
Cane Haulage Inductee/Trainee	92
Cane Harvesting Inductee/Trainee	95
Cultivation/Cane Production Employee Grade 1	95
Cane Haulage Employee Grade 1	95
Cane Harvesting Employee Grade 1	100
Cultivation/Cane Production Employee Grade 2	100
Cane Haulage Employee Grade 2	100
Cane Harvesting Employee Grade 2	105

5.2.2 Wage rates

The minimum weekly wage rate to be paid to employees shall be the sum of clauses 5.2.2(a) and 5.2.2(b), and shall be paid for all purposes of the award. The weekly rate shall be calculated to the nearest 10 cents, with 5 cents or more being taken upwards:

- (a) Base rate and supplementary payment (Southern Division):

Grade Level	Base Rate Per Week \$	Supplementary Payment Per Week \$
Cultivation/Cane Production Inductee/Trainee	310.40	283.00
Cane Haulage Inductee/Trainee	336.00	286.60
Cane Harvesting Inductee/Trainee	346.90	290.20
Cultivation/Cane Production Employee Grade 1	346.90	290.20

Grade Level	Base Rate Per Week \$	Supplementary Payment Per Week \$
Cane Haulage Employee Grade 1	346.90	290.20
Cane Harvesting Employee Grade 1	365.20	292.80
Cultivation/Cane Production Employee Grade 2	365.20	292.80
Cane Haulage Employee Grade 2	365.20	292.80
Cane Harvesting Employee Grade 2	383.50	293.40

- (b) *Excess payment* - In addition to the rates expressed in clause 5.2.2(a), the following excess payments shall be paid to all employees and shall be paid for all purposes of the award. Such excess payments shall remain unaltered unless otherwise ordered by the Commission:

Grade Level	Excess Payment Per Week \$
Cultivation/Cane Production Inductee/Trainee	39.10
Cane Haulage Inductee/Trainee	42.30
Cane Harvesting Inductee/Trainee	43.70
Cultivation/Cane Production Employee Grade 1	43.70
Cane Haulage Employee Grade 1	43.70
Cane Harvesting Employee Grade 1	46.00
Cultivation/Cane Production Employee Grade 2	46.00
Cane Haulage Employee Grade 2	46.00
Cane Harvesting Employee Grade 2	48.30

- (c) The consolidated minimum wage rates are as follows:

Consolidated minimum wages

- (i) Cultivation/Cane Production

Employee Classifications	Relativities %	Southern District Per Week \$
Grade 2	100	704.00
Grade 1	95	680.80
Inductee/Trainee	85	632.50
Youths 18-19 Years	70	449.60
Youths Under 18 Years	56	384.80

- (ii) Cane Haulage

Employee Classifications	Relativities %	Southern District Per Week \$
Grade 2	100	704.00
Grade 1	95	680.80
Inductee/Trainee	92	664.90

- (iii) Cane Harvesting

Employee Classifications	Relativities %	Southern District Per Week \$
Grade 2	105	725.20
Grade 1	100	704.00
Inductee/Trainee	95	680.80

The rates of pay in this Award are intended to include the arbitrated wage adjustment payable under the 1 September 2010 Declaration of General Ruling and earlier Safety Net Adjustments and arbitrated wage adjustments. This arbitrated wage adjustment may be offset against any equivalent amount in rates of pay received by employees whose wages and conditions of employment are regulated by this Award which are above the wage rates prescribed in the Award. Such payments include wages payable pursuant to certified agreements,

currently operating enterprise flexibility agreements, Queensland workplace agreements, award amendments to give effect to enterprise agreements and overaward arrangements. Absorption which is contrary to the terms of an agreement is not required.

Increases made under previous State Wage Cases or under the current Statement of Principles, excepting those resulting from enterprise agreements, are not to be used to offset arbitrated wage adjustments.

5.2.3 *District parities*

In addition to the wage rates contained in clause 5.2.2, the following district parities shall apply:

Central District	\$0.90 per week
Northern District	\$1.05 per week

5.2.4 *Calculation of standard ordinary Hourly rate*

For all purposes of the award, the standard ordinary Hourly rate for each of the classifications contained in clause 5.2 shall be the weekly rate divided by 38.

5.2.5 *Daily rate*

Employees engaged on a Daily basis in accordance with clause 4.1.1 shall be paid the number of guaranteed hours by the ordinary Hourly rate applicable.

5.2.6 *Single contract Hourly rate*

Employees engaged on a single contract Hourly rate in accordance with clause 4.1.2 shall be paid the number of hours worked per day at 115% of the applicable classification standard ordinary Hourly rate irrespective of the number of hours worked per day or per pay period or the days of the pay period on which work is performed.

5.2.7 *Inductee/Trainee's special requirements*

An employee engaged as an Inductee/Trainee shall have the following special requirements apply:

- (a) **Cultivation/Cane Production Inductee/Trainee**
 - (i) Such employee may be employed at the Cultivation/Cane Production Inductee/Trainee rate for a maximum of 240 consecutive hours within the first 6 week period from such employee's initial engagement in the industry:

Provided that nothing shall prevent the employer and employee from agreeing to a lesser induction period than 6 weeks.
 - (ii) Such employee, subject to the employer's rights of termination as contained in clause 4.4, shall be provided with a total of a minimum of 24 weeks' employment from such employee's initial engagement in the industry; and
 - (iii) Following the completion of the agreed induction period as prescribed in clause 5.2.7(a)(i), the employee shall be paid at the rate of Cultivation/Cane Production Employee Grade 1, unless appointed to a higher grade level in the same Career-Path Stream or an equivalent Inductee/Trainee Classification based on relativities, or an equivalent grade level, or a higher grade level in another Career-Path Stream.
- (b) **Cane Haulage Inductee/Trainee**
 - (i) Such employee may be employed at the Cane Haulage Inductee/Trainee rate for a maximum of 160 consecutive hours within the first 4 week period from such employee's initial engagement in the industry:

Provided that nothing shall prevent the employer and employee from agreeing to a lesser induction period than 4 weeks.
 - (ii) Such employee, subject to the employer's rights of termination as contained in clause 4.4, shall be provided with a total of a minimum of 12 weeks' employment from such employee's initial engagement in the industry; and
 - (iii) Following the completion of the agreed induction period, as prescribed in clause 5.2.7(b)(i), the employee shall be paid at the rate of Cane Haulage Employee Grade 1, unless appointed to an

equivalent Inductee/Trainee Classification based on relativities, or an equivalent grade level, or a higher grade level in another Career-Path Stream.

(c) Cane Harvesting Inductee/Trainee

- (i) Such employee may be employed at the Cane Harvesting Inductee/Trainee rate for a maximum of 160 consecutive hours within the first 4 week period from such employee's initial engagement in the industry as a Cane Harvesting Inductee/Trainee:

Provided that nothing shall prevent the employer and employee from agreeing to a lesser induction period than 4 weeks.

- (ii) Such employee, subject to the employer's rights of termination as contained in clause 4.4, shall be provided with a total of a minimum of 12 weeks' employment from such employee's initial engagement in the industry as a Cane Harvesting Inductee/Trainee; and
- (iii) Following the completion of the agreed induction period as prescribed in clause 5.2.7(c)(i), the employee shall be paid at the rate of Cane Harvesting Employee Grade 1, unless appointed to a higher grade level in the same Career-Path Stream, or an equivalent grade level, or a higher grade level in another Career-Path Stream.

5.2.8 *Classification of employees*

- (a) For any employee engaged on or after 1 January 1994, the initial appointment to a particular classification level shall be determined at time of engagement.
- (b) In agreeing on the classification for any employee, the employer may take into account Recognition of Prior Learning and experience in lieu of, or in addition to, any formal employment and/or training qualifications.
- (c) In the event of any disagreement between any employer and any employee as to the appropriate classification level, the terms of clause 3.1 shall be applied.

5.2.9 *Employees in the Field Sector of the sugar industry, using their own motor trucks or Vehicles*

- (a) The rates of wages payable to employees in the Field Sector of the sugar industry, using their own motor trucks/or Vehicles shall be as follows:

	Southern District Per Week \$	Central District Per Week \$	Northern District Per Week \$
Capacity up to 1 tonne	633.53	634.43	634.58
Capacity exceeding 1 tonne but not exceeding 2 tonnes	713.96	714.86	715.01
Capacity exceeding 2 tonnes but not exceeding 3 tonnes	833.58	834.48	834.63
For each additional 1 tonne or part of 1 tonne capacity \$135.30 per week extra shall be paid.			

- (b) Hourly rates - Where employees using their own motor trucks or Vehicles are employed by the hour their hourly rate of pay shall be ascertained by dividing the rates set out by 38 and adding 19%.

5.3 Allowances

5.3.1 *Cleaning drains*

Employees employed in cleaning drains where the water is over 7.62cm in depth shall be paid 48.95 cents per hour in addition to the minimum rate during the time they are actually engaged on such work.

5.3.2 Employees who are required to work in water of a depth of 76.2cm or more shall be paid 44.5 cents per hour with a minimum payment of 89 cents, in addition to the rates prescribed in clause 5.2

5.4 Payment of wages

5.4.1 All payments of wages shall be made at least once in each fortnight.

- 5.4.2 By agreement between the employer and the employee, the wages for that particular employee may be paid by cash, cheque or by electronic funds transfer.
- 5.4.3 When any employee is discharged from employment, such employee shall be paid all wages within 4 hours, after which any waiting time shall be paid for at ordinary rates.

- 5.4.4 In the event of an employee leaving, such employee shall be paid all wages within 30 hours:

Provided that where an employee gives 30 hours' notice of intention to leave, such employee shall be paid at the end of that period.

- 5.4.5 In the event of a breach of clause 5.4.4, full waiting time shall be paid at ordinary rates.

5.5 Piecework

- 5.5.1 Agreements for piecework may be entered into between the employers and employees for the performance of any work to be done under this Award, and all pieceworkers shall receive a minimum piecework rate sufficient to equal the payment for the actual hours worked based on both ordinary time and overtime as the case may be, in the relevant pay period plus a loading of 20%.

- 5.5.2 Each piecework agreement shall be reviewed half way through the crushing season and at the end of the crushing season to ensure that the employee has received the full entitlements owing.

5.5.3 Agreement in writing

Each piecework agreement shall be in writing and signed by both parties and each employee shall be supplied with a copy of such agreement free of charge and a copy of the mutual agreement shall be provided to the local official of the Union.

5.6 Superannuation

5.6.1 Application

In addition to any other entitlements pursuant to this Award, all employees, other than mill plantation employees who are otherwise entitled to occupational superannuation, shall be entitled to occupational superannuation benefits subject to the relevant provisions of the *Superannuation Guarantee (Administration) Act 1992* and the *Superannuation Industry (Supervision) Act 1993*.

5.6.2 Approved fund

- (a) The "approved fund" for the purpose of this Award, to which all contributions shall be paid is "AUSTSAFE" established by a Deed of Trust dated the 31st day of August, 1988 and Rules thereto as amended from time to time, being the fund approved under this Award and complying with the *Superannuation Industry (Supervision) Act 1993*.
- (b) For the purpose of this Award an employer is not required to contribute to AUSTSAFE for an employee who for "conscientious beliefs" holds a Certificate issued pursuant to section 115 of the Act where membership of AUSTSAFE would be in conflict with the conscientious beliefs of that employee. In relation to such employee, the employer and the employee are to agree on the complying fund approved by the Commission to which such occupational superannuation contributions are to be made.
- (c) For the purpose of this Award for an employee who belongs to the religious fellowship know as the Brethren, who holds a Certificate issued pursuant to section 115 of the Act and is employed by an employer who also belongs to that fellowship, any fund nominated by the employer and approved by the Brethren shall be the complying fund approved by the Commission to which such occupational superannuation contributions are to be made.

5.6.3 Record keeping

- (a) Each employee shall keep their own written records containing details of commencement date/s, relevant employer/s and the period/s of such employment.
- (b) The employer shall be required to maintain records of time worked for the purpose of establishing the employee's entitlement to occupational superannuation and of payments made to the approved fund in the form required to be kept, and in accordance with clause 11.2 of this Award and section 366 of the Act, and shall have such records available for inspection by an Industrial Inspector or authorised industrial officer of the Union, authorised pursuant to sections 371 and 373 respectively of that Act.

5.6.4 Contributions

- (a) Amount - Employers shall pay a single rate contribution into the approved fund, being such amount as prescribed under the *Superannuation Guarantee (Administration) Act 1992*, for ordinary time earnings per week on behalf of each eligible employee, calculated on the classified rate for Cane Harvesting Employee Grade 1, Southern Division as set out in clause 5.2 of this Award, rounded to the nearest 10 cents.
- (b) *Pro rata* contribution - For an eligible employee working less than 30 hours per week ordinary time, the employer shall contribute on a *pro rata* basis that portion of the single rate contribution (as calculated under clause 5.6.4(a)), which represents the actual ordinary time worked by such employee for such week as a proportion of 38 ordinary hours.
- (c) Absences from work - The employer may suspend for the applicable period contributions made on behalf of an employee if the employee is absent from the workplace other than for annual leave, long service leave, public holidays, paid sick leave, or workers' compensation leave for a period of not more than 39 weeks.
- (d) Regular payment - The employer shall remit contributions to the approved fund on a monthly basis.
- (e) Other contributions - Eligible employees may voluntarily contribute amounts to the fund in addition to the contributions as prescribed under the *Superannuation Guarantee (Administration) Act 1992* and at the employee's written request the employer shall make arrangements for authorised deductions, from the employee's pay, to be forwarded to the administrators of the fund.
- (f) No other deductions - No additional amount shall be paid by the employer for the establishment, administration, management or any other charges in connection with the fund.
- (g) Future levels of contributions - The contribution amount as prescribed in clause 5.6.4(a) shall be adjusted to accord with the charge percentage as prescribed under the *Superannuation Guarantee (Administration) Act 1992* and with movements from time to time in the rate of wages for Cane Harvesting Employee Grade 1, Southern Division, as set out in clause 5.2 of this Award, as determined from time to time by the Commission, rounded to the nearest 10 cents.

5.6.5 General

- (a) Nothing in the clause will act to diminish the rights and responsibilities of the Trustee of the fund as set out in accordance with the "AUSTSAFE" Deed of Trust and Rules thereto as amended from time to time.
- (b) The Queensland Cane Growers' Association, Union of Employers and the Queensland Mechanical Cane Harvesters Association, Union of Employers, and the Union agree to encourage employees to make voluntary contributions in accordance with clause 5.6.4(e).

5.7 Lost time - employees using their own motor trucks or Vehicles

Where any employees using their own motor trucks or Vehicles engaged under clause 5.2.9 lose time through sickness or for any cause other than wet weather not their own fault, or in strikes in field or mill, or breakdown in the mill or of the motor truck or Vehicle in use, they shall be paid for such lost time in lieu of the appropriate weekly rate of wages as specified under clauses at the rate of \$307.20 per week in the Southern District, \$308.60 per week in the Central District and \$308.75 in the Northern District:

Provided that where an employee under clause 5.2.9 in any week earns the full weekly rate of wages as herein provided under their piecework agreement, they shall not be entitled to any payment for lost time during such week.

5.8 Stand down - all Field Sector Employees

5.8.1 Pursuant to the provisions of section 98 of the Act and notwithstanding any provisions of an Award, 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.

5.8.2 Appeal to Commission against stand downs

An employee stood down by an employer under authority conferred by section 98 of the Act and clause 5.8, may appeal against the stand down to the Commission in accordance with the provisions of Act.

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

6.1 Hours of work

6.1.1 General entitlement

- (a) Flexible hours - Ordinary hours of work may be agreed to not exceed any 10 ordinary working hours within any 12 consecutive hours per day, or as provided hereafter, to not exceed 12 ordinary working hours per day within any 12 consecutive hours, on the basis of:
- (i) 38 hours over a maximum of any 5 days out of 7 consecutive days; or
 - (ii) 76 hours over a maximum of any 10 days out of 14 consecutive days; or
 - (iii) 152 hours over a maximum of any 20 days out of 28 consecutive days:

Provided that the working of 12 hour ordinary days shall take into account strict observance of all matters relating to workplace health and safety, the issues contained in the relevant Policy of the Australian Council of Trade Unions and shall involve discussions with the Union:

Provided that the basis of ordinary hours may be altered by mutual consent or by reasonable notice given by the employer:

Provided further that in implementing the 38 hour week, unless otherwise agreed direct between the employer and employee, all employees shall work a 40 hour week in the crushing season and an employee having worked the 39th and 40th hours in this circumstance shall accrue 2 hours per week at the standard ordinary Hourly rate, with seasonal crushing season employees being paid out hours accrued over the crushing season as a lump sum at termination of their crushing season employment:

Provided finally that permanent employees shall agree with their employer as to the method of implementing the 38-hour week.

- (b) Rostered days off - Employee/s working flexible hours in accordance with clause 6.1.1 shall be entitled to rostered days off as follows:
- (i) Employee/s working on the basis of 38 hours per 7 consecutive day period, shall be entitled to a minimum of 2 days off in the 7 consecutive day period, and where practicable such days off shall be consecutive, and taken at a time mutually agreed between the employer and the employee/s.
 - (ii) Employee/s working on the basis of 76 hours per 14 consecutive day period, shall be entitled to a minimum of 4 days off in the 14 consecutive day period, and where practicable at least 2 such days shall be consecutive. Days off shall be taken at times as mutually agreed between the employer and the employee/s.
 - (iii) Employee/s working on the basis of 152 hours per 28 consecutive day period, shall be entitled to a minimum of 8 days off in the 28 consecutive day period, and where practicable at least 4 such days shall be consecutive. Days off shall be taken at times as mutually agreed between the employer and the employee/s.

6.1.2 Ordinary time - Saturday/Sunday

All ordinary time worked on Saturdays and Sundays shall be paid for at the rate of time and a-half.

6.1.3 Where sugar mills operate on a continuous crushing mode and as a consequence it is necessary to ensure agricultural and harvesting operations over 7 days a week, employees engaged in such mill areas in driving cane harvesters, tractors hauling cane, or other cane haulage Vehicles, or on cultivation/cane production work, shall work in accordance with a roster as mutually agreed upon between the employers, and the Union or, as may be approved by the Commission.

6.1.4 Shift work up to 2 shifts per day may be worked by agreement between the employer (or any group of employers) and the employee/s:

Provided that a minimum period of shift work of 4 weeks is in operation and employees are worked on a roster which allows rotation through the respective shifts.

6.1.5 Afternoon and night shift allowances

- (a) In addition to the rate of pay prescribed by clause 5.2, employees whilst engaged on afternoon shift and night shift, shall be paid an additional penalty rate for each such shift as follows:
 - (i) Afternoon shift 12.5% (or \$9.70 whichever is the greater)
 - (ii) Night shift 15% (or \$9.70 whichever is the greater)
- (b) For the purposes of clause 6.1.5:
 - (i) "Afternoon Shift" means any shift finishing after 6.00 p.m. and at or before midnight;
 - (ii) "Night Shift" means any shift finishing after midnight and at or before 8.00 a.m. or where the majority of hours worked in the shift fall between midnight and 8.00 a.m.;
 - (iii) the percentage which is quoted shall be the amount which is payable for each shift in addition to the employee's ordinary time wage rate.
- (c) No employee shall as a result of clause 6.1.5 suffer any reduction to their current entitlement to shift allowance.

6.2 Overtime

6.2.1 All time worked in excess of or outside of the ordinary working hours shall be regarded as overtime and except as may be provided in clause 6.2.6, shall be paid for as wages.

6.2.2 All overtime on any one day, except as hereinafter provided in clause 6.2.6 shall be paid for at one and a-half times the ordinary rate for the first 3 hours and double time thereafter.

6.2.3 *Work in excess of ordinary time Saturday/Sunday*

Overtime performed by an employee working ordinary time on Saturday or Sunday, shall be paid for at the rate of double time.

6.2.4 *Work on rostered days off*

For work performed on the agreed rostered days off, employees shall be paid as follows:

- (a) For employees working on the basis of 40 hours per 7 consecutive day period:
 - (i) on the first day of the 2 days off, 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;
 - (ii) on the second day of the 2 days off, at the rate of double time with a minimum of 2 hours' work or payment therefore.
- (b) For employees working on the basis of 80 hours per 14 consecutive day period:
 - (i) on the first 2 days of the 4 days off, 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;
 - (ii) on the second 2 days of the 4 days off, at the rate of double time, with a minimum of 2 hours' work or payment therefore.
- (c) For employees working on the basis of 160 hours per 28 consecutive day period:
 - (i) on the first 4 days of the 8 days off, 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;
 - (ii) on the second 4 days of the 8 days off, at the rate of double time, with a minimum of 2 hours' work or payment therefore.

6.2.5 In callings wherein more than one shift per day is worked overtime shall be paid for at the rate of double time.

6.2.6 *Optional time-off in lieu*

An employee engaged on a weekly basis, may request and agree in writing to translate all or part of any overtime payment entitlements to time-off in lieu equal to the employee's overtime pay entitlements to be taken at a time agreed between the employer and the employee.

6.3 Rest pauses and meal breaks

6.3.1 Employees (other than employees employed at piecework rates) shall be entitled to a rest pause of 10 minutes duration in the employer's time in the first and second half of their Daily work. Such rest pauses shall be taken at such times as will not interfere with continuity of work where continuity is necessary:

Provided that while rest pauses shall not be eliminated, by mutual agreement between the employer and the employees rest pauses may be taken in such a manner which results in both rest pauses being combined into one rest period of 20 minutes per day.

6.3.2 Rest pauses for pieceworkers shall be in accordance with industry custom and practice or as agreed between the employer and the employee.

6.3.3 Meal breaks for all employees shall be taken in accordance with industry custom and practice or as agreed between the employer and the employee/s.

PART 7 - LEAVE OF ABSENCE AND PUBLIC HOLIDAYS

7.1 Annual leave

7.1.1 Every employee (other than an employee employed at piecework rates) covered by this Award shall at the end of each year of employment be entitled to not less than 4 weeks' annual leave on full pay.

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 7.1.6) shall be paid for by the employer in advance as follows:

- (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 the employee, the employee's pay, calculated in accordance with clause 7.1.6, for 4 weeks and also the employee's ordinary pay for any public holiday occurring during such period of 4 weeks.

7.1.4 If the employment of an 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 the employee, an amount equal to 1/12th of the employee's pay for the period of the employment, calculated in accordance with clause 7.1.6.

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

7.1.6 Calculation of annual leave pay

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

- (a) Shift workers - Subject to clause 7.1.6(c) the rate of wage to be paid to a shift worker shall be the rate payable for work in ordinary time according to the employee's roster or projected roster, including Saturday, Sunday or public holiday shifts.
- (b) Leading hands, etc. - Subject to clause 7.1.6(c), leading hand allowances and amounts of a like nature otherwise payable for ordinary time worked shall be included in the wages to be paid to employees during annual leave.
- (c) All employees - Subject to the provisions of clause 7.1.6(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 this Award for the period of the annual leave (excluding shift premiums and week-end penalty rates);
 - (ii) leading hand allowance or amounts of a like nature; and
 - (iii) a further amount calculated at the rate of 17.5% of the amounts referred to in clauses 7.1.6(c)(i) and 7.1.6(c)(ii).

- (d) The provisions of clause 7.1.6(c) hereof shall not apply to the following:
- (i) Any period or periods of annual leave exceeding:
 - (A) 5 weeks in the case of employees employed in a calling where 3 shifts per day are worked over a period of 7 days per week;
 - (B) 4 weeks in any other case.
 - (ii) Employers (and their employees) who are already paying (or receiving) an annual leave bonus, loading or other annual leave payment which is not less favourable to employees.

In the case of employees covered by clause 5.2.9 of this Award, payment shall be made at the rate of \$347.30 per week in the Southern District, \$348.20 per week in the Central District, and \$348.35 per week in the Northern District.

7.2 Sick leave

7.2.1 Entitlement

- (a) Every employee, except pieceworkers, is entitled to 60.8 hours' sick leave for each completed year of their employment with their employer.
- (b) This entitlement will accrue at the rate of 7.6 hours' sick leave after each 6 weeks of employment.
- (c) Payment for sick leave will be made based on the ordinary number of hours that would have been worked by the employee if they 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 494 hours 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 15.2 hours the employee is required to give the employer a doctor's certificate about the nature and approximate duration of the illness or other evidence to the employer's satisfaction.

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 "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.

7.3.3 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.

7.3.4 In the event of the death outside of Australia of an employee's husband, wife, father or mother, child or stepchild, and where such employee travels outside of Australia to attend the funeral, 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.

7.4 Family leave

The provisions of the Family Leave Award 2003 apply to and are deemed to form part of this Award.

7.4.1 It is to be noted that:

- (a) part-time work can be performed by agreement in the circumstances specified in the Family Leave Award 2003;
- (b) a copy of the Family Leave Award 2003 is required to be displayed in accordance with section 697 of the Act.

7.4.2 The Family Leave Award 2003 also provides for the terms and conditions of leave associated with:

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

7.4.3 Where an employee claims the benefit of clause 7.4 and such employee is occupying accommodation provided by the employer, then the granting of any leave as mentioned in clause 7.4 for a period in excess of 4 weeks may be conditional upon the following:

- (a) the employee and Family vacating the said accommodation for the total period of leave granted or such lesser period as may be agreed between the employer and the employee; or
- (b) the employee paying to the employer such reasonable sum for use and occupation of the said accommodation for the total period of such leave or such lesser period as may be agreed between the employer and the employee.

7.5 Long service leave

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

7.6 Public holidays

7.6.1 Subject to clause 7.6.4 all work done by any employee on:

- 1 January;
- 26 January,
- Good Friday;

- Easter Saturday (the day after Good Friday);
- Easter Monday;
- 25 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

shall 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 days wages 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 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 at one and a-half times the ordinary rate prescribed for such work with a minimum of 4 hours.

7.6.3 *Annual show*

Subject to clause 7.6.4 all ordinary 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 Acts 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:

Provided that employers and employees working in the El Arish area on sugar cane farms assigned to the Tully Mill shall observe as their show day holiday the day gazetted for the Tully Show.

7.6.4 All time worked on a holiday for which the employee is entitled to be paid at a rate prescribed by clauses 7.6.1 and 7.6.2, outside the period between the ordinary starting and ordinary finishing times provided for by this Award for the day of the working period on which the holiday falls is to be paid for at double the rate provided for by the relevant award for such time when worked outside such period on an ordinary working day.

7.6.5 Employees shall be entitled to payment for the aforesaid holidays (but not for Easter Saturday except where that day forms part of the ordinary working week) irrespective of the fact that no work may be required to be performed on any such day.

7.6.6 *Stand down*

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

7.6.7 Employees engaged on a roster over 7 days of the week who are rostered off on a public holiday shall be granted an additional day's paid leave without loss of ordinary earnings at the end of their annual leave or, alternatively, they shall be granted an extra day's ordinary pay on the next succeeding pay day.

7.7 **Jury service**

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.

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.

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.

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.

"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

No provisions inserted in this Award relevant to this Part.

PART 9 - TRAINING AND RELATED MATTERS

9.1 Vocational training

The parties acknowledge that varying degrees of training are provided to employees in the Field Sector of the sugar industry, via both internal on-the-job training and also through external training facilities.

The parties to this Award are committed to continuing such training as is required and deemed appropriate, and where necessary in cases improving training and/or access to training for employees.

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

10.1 First aid

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

All such first aid kits shall be regularly checked and shall be replenished when necessary.

10.2 Sanitary conveniences

Where required by any employee, the employer shall make arrangements for sanitary facilities to be made available.

10.3 Workplace health and safety

In addition to the requirements of this Award, every employer shall provide employment, and every employee shall carry out such employment, in accordance with the *Workplace Health and Safety Act 1995*.

10.4 Transport - illness/sickness

In addition to any requirements of the *Workplace Health and Safety Act 1995*, sugar cane farmers and sugar cane harvesting contractors shall provide safety glasses or goggles and suitable face masks for the use of employees.

10.5 Heated water

Where not fewer than 5 employees on plantations take their mid-day meal together, boiling water shall be provided by the employer.

10.6 Transport at work

All Vehicles used by the employer for the transportation of employees shall be fitted with properly and safely secured seating and in times of wet weather, adequate waterproof covering.

All materials, tools or equipment transported on any such Vehicle on which employees are transported at the same time shall be safely stored or secured on such Vehicle.

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; and
- (e) if appropriate, the date when the employee ceased employment with the employer.

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 Employee industrial relations training

11.3.1 Upon written application by an employee to the employer and such application being endorsed by the Union and given to the employer with at least one month's notice, such employee shall, subject to clause 11.3.3, be granted up to 5 working days' leave (non-cumulative) on ordinary pay each calendar year or *pro rata* where period of service is less than one calendar year, to attend employee industrial relations training courses and seminars. Such courses and seminars shall include those conducted by the Union or as agreed upon between The Queensland Cane Growers' Association, Union of Employers, The Queensland Mechanical Cane Harvesters' Association, Union of Employers and the Union.

11.3.2 For the purpose of clause 11.3 "ordinary pay" means at the ordinary weekly rate paid to the employee exclusive of any allowance for travelling time and fares.

11.3.3 The granting of such leave shall be subject to the following conditions:

- (a) the granting of such leave shall be subject to the convenience of the employer and so that the operations of the employer will not be unduly affected. The employer may determine the maximum number of employees to be absent on leave under clause 11.3 at any one time and the maximum aggregate periods of absence annually by employees;
- (b) the scope, content and purpose of the seminar or course shall be such as to contribute to a better understanding of industrial relations within the employer's operations;
- (c) in granting such paid leave, the employer is not responsible for any additional costs except the payment of extra remuneration where relieving arrangements are instituted to cover the absence of the employee;
- (d) leave granted to attend seminars or courses will not incur additional payment if such seminars or courses coincide with the employee's day off or with any other concessional leave;
- (e) such paid leave will not affect other leave granted to employees under this Award.

11.4 Posting of Award

Every employer is to keep affixed in some conspicuous place at or near the entrance of each factory, workroom, shop or other premises in which this Award has application, in such a position as to be easily read by employees therein, a true copy of this Award.

SCHEDULE 1 - BUNDABERG SUGAR LIMITED

1.1 Arrangement

Subject Matter Clause No.

PART 1 - APPLICATION AND OPERATION

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PART 2 - WAGES AND WAGE RELATED MATTERS

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PART 4 - LEAVE OF ABSENCE AND PUBLIC HOLIDAYS

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PART 5 - OCCUPATIONAL HEALTH AND SAFETY MATTERS, EQUIPMENT, TOOLS AND AMENITIES

Accident	5.1
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Appendix A.

1.2 Coverage

Except as modified by this schedule, all other provisions of the Award shall apply to such employees. This schedule shall apply to the Bundaberg Sugar Limited and to those of its employees engaged in, or in connection with the cultivation, harvesting and hauling out operations, equipment servicing and maintenance and related activities on company owned farms known as:

Bingera Farms	Fairymead # 1 Farms	Qunaba Farms	Fairymead # 2 Farms
Bingera No. 1	Central	Springhill	Moore Park
Bingera No. 2	Fairydale	River	Avondale
Falls	Tantitha	Windemere	Miara
Coalmine		Qunaba	Booyan
Parsons			
Givelda			

1.3 Definitions

For the purposes of a 38 hour week only, all plantation employees not specifically engaged as seasonals, who are engaged after the first Monday of June in any one year and before the first Monday of June in the subsequent year, shall be deemed to be seasonals until the first Monday of June in that subsequent year.

PART 2 - WAGES AND WAGE RELATED MATTERS

2.1 Allowances

2.1.1 *Cleaning drains*

Employees employed in cleaning drains where the water is over 7.62cm in depth shall be paid 33.6 cents per hour in addition to the minimum rate during the time they are actually engaged on such work.

2.1.2 Employees who are required to work in water of a depth of 76.2cm or more shall be paid 30.55 cents per hour with a minimum payment of 61.1 cents, in addition to the rates prescribed by this Division.

PART 3 - HOURS OF WORK, BREAKS, OVERTIME, SHIFT WORK, WEEKEND WORK

3.1 Hours

3.1.1 *Nominal crushing season hours (being the period of 26 weeks commencing on the first Monday of June in each year)*

Shift work - The ordinary working hours of shift workers in the nominal crushing season shall not exceed 40 in any one week or 8 in any one day, which may be worked in accordance with the roster as set out below or such other roster as mutually agreed upon between the employer and the majority of employees or as may be approved by the Commission.

	First week	Second week	Third week
<i>Monday -</i>			
12 midnight (Sunday) to 8 a.m.	A	C	B
8 a.m. to 4 p.m.	B	A	C
4 p.m. to 12 midnight	C	B	A
<i>Tuesday -</i>			
12 midnight (Monday) to 8 a.m.	A	C	B
8 a.m. to 4 p.m.	B	A	C
4 p.m. to 12 midnight	C	B	A
<i>Wednesday -</i>			
12 midnight (Tuesday) to 8 a.m.	A	C	B
8 a.m. to 4 p.m.	B	A	C
4 p.m. to 12 midnight	C	B	A
<i>Thursday -</i>			
12 midnight (Wednesday) to 8 a.m.	A	C	B
8 a.m. to 4 p.m.	B	A	C
4 p.m. to 12 midnight	C	B	A
<i>Friday -</i>			
12 midnight (Thursday) to 8 a.m.	A	C	B
8 a.m. to 4 p.m.	B	A	C
4 p.m. to 12 midnight	C	B	A
	40 40 40	40 40 40	40 40 40

Provided that where only 2 shifts per day are worked the employer may alternate any 2 of the shifts set out in the roster abovementioned or as otherwise mutually agreed between the employer and the majority of employees.

3.1.2 *Nominal slack season (being the period of 26 weeks commencing on the first Monday of December in each year)*

(a) Day work

- (i) For employees other than seasonals and also other than those deemed to be seasonals, as defined in clause 1.3.1, the ordinary working hours shall be worked in accordance with an agreed roster which shall provide for 9 ordinary working days or 72 ordinary working hours per fortnight. One day of such 2 weeks' cycle shall be an unpaid rostered day off.
- (ii) For seasonal employees and for employees deemed to be seasonals, as defined in clause 1.3.1, the ordinary working hours shall be worked in accordance with an agreed roster which shall provide for 19 ordinary working days of 152 ordinary working hours per 4 weeks' cycle. One day of such 4 weeks' cycle shall be an unpaid rostered day off.
- (iii) The agreed roster provided for herein shall provide for a rostered day off on a day which is consecutive with the normal day/s off or on a day as agreed to between the employer and the employees directly affected:

Provided that if a rostered day off falls on a holiday as prescribed in clause 7.6 of the Award, the rostered day off shall be taken on the next ordinary working day.

(b) Shift work

- (i) The ordinary working hours for shift workers in the nominal slack season shall not exceed 40 in any one week or 8 in any one day.
- (ii) For employees other than seasonals and also other than those deemed to be seasonals, as defined in clause 1.3.1, the ordinary working hours shall be worked in accordance with a roster which shall provide for 9 ordinary working days of 72 ordinary working hours per fortnight. One day of such 2 weeks' cycle shall be an unpaid rostered day off.
- (iii) For seasonal employees and for employees deemed to be seasonal, as defined in clause 1.3.1, ordinary working hours shall be worked in accordance with an agreed roster which shall provide for 19 ordinary working days or 152 ordinary working hours per 4 weeks' cycle. One day of such 4 weeks' cycle shall be an unpaid rostered day off:

Provided that if a rostered day off falls on a holiday as prescribed in section 7.6 of the Award, the rostered day off shall be taken on the next ordinary working day.

3.2 Change of shift

3.2.1 Mechanical harvesting operation

Where there is a partial or complete cessation of mechanical harvesting operations (including hauling out) due to wet weather or break down of mechanical harvesting and associated equipment, or a stoppage or partial stoppage of the mill or transport system, the employer may, by giving not less than 8 hours' notice to employees working afternoon or night shift, transfer them to day shift or day work and may, by giving not less than 8 hours' notice, transfer such employees back to their ordinary rostered shift:

Provided that where such afternoon or night shift employees do not receive at least 8 hours' notice of the change of afternoon or night shift to day shift or day work or vice versa and an 8 hour break, they shall be paid at overtime rates for the first 8 hours worked after such change.

3.2.2 Other operations

Three days' notice shall be given, one of which shall be a working day, to change from shift work to day work and from day work to shift work. Where unforeseen circumstances arise that prevent normal operations, 24 hours' notice, or such lesser period of notice as may be mutually agreed upon, shall be allowed.

3.3 Crib breaks

All shift workers shall be allowed a crib break of 30 minutes in each shift without deduction of pay, to be taken in such manner as not to interfere with continuity of operations, including the transport of the cane to the mill.

3.4 Rest periods

The present practice whereby a single 20 minute rest pause is taken in the morning, with the working day divided into 3 roughly equal work periods, shall continue.

3.5 Rostered days

Rostered days off may, by agreement between the employer and the majority of employees directly affected, be accrued up to a maximum of 6 rostered days off, which shall be taken within 12 calendar months of the date of which the first rostered day off was accrued, at a time or times agreed between the employer and the employees directly affected.

3.6 Facilitative procedure

The procedure for employers and employees to implement the facilitative provision under clause 3.6 shall be in accordance with Appendix A to this Schedule.

3.7 Method of work and payment for ordinary hours

3.7.1 For the purposes of an average 38 hour working week, employees shall be provided with unpaid rostered days off during the nominal slack season. To accommodate rostered days off the method of working ordinary hours and the method of payment shall be as follows:

- (a) During the nominal slack season, as defined in clause 3.1.2 the employer shall be deemed to have paid the minimum weekly rates prescribed herein if:
 - (i) In the case of an employee other than a seasonal, or other than an employee deemed to be a seasonal, as defined in clause 1.3.1, the employee is paid the average of 2 weeks' minimum pay over the 2 weeks' cycle; and
 - (ii) In the case of seasonal employees and employees deemed to be seasonals as defined in clause 1.3.1, the employee is paid an average of 4 weeks' minimum pay over the 4 weeks' cycle.
- (b) During the nominal slack season, as defined in clause 3.1.2 an employee other than a seasonal, or other than an employee deemed to be a seasonal, as defined in clause 1.3.1, shall be paid for all ordinary hours worked each week at the weekly rate divided by 36 and seasonals, as defined in clause 1.3.1, shall be paid for all ordinary hours worked each week at the weekly rate divided by 38.
- (c) During the nominal crushing season as defined in clause 3.1.1 all employees shall be paid for all ordinary hours worked each week at the weekly rate divided by 40.
- (d) A seasonal employee or an employee deemed to be a seasonal, as defined in clause 1.3.1, shall be paid an allowance in lieu of deferred rostered days off equivalent to 5% of the employee's ordinary earnings for the minimal crushing season. Such payment shall be made at the commencement of the annual close down or on termination, whichever is the earlier.

3.7.2 *Shift work*

Any employee who is required to work night shift without rotation for more than 2 weeks at any one period shall be paid for all times so worked in addition to the said 2 weeks at any one period at the rate of one and a-quarter times the rate as specified in clause 2.1. A break at least equal to the period worked on night shifts shall be allowed before an employee is required to resume night shift, otherwise they shall be paid time and a-quarter when resuming night shift:

Provided that employees required to work afternoon shift continuously or employees required to work afternoon and night shift, without rotation to day shift, shall be paid 10c per hour in addition to the shift allowance prescribed by clause 6.1.5 of the *Sugar Field Sector Award - State 2005*, Division 1 - Field Sector.

3.8 **Overtime**

- 3.8.1 Whilst the provisions of section 6.2 of the Award shall apply, an employee working ordinary hours on a prescribed rostered day off (under 38 hour week provisions) whilst actual crushing operations are still in progress, shall be paid for such work at the appropriate ordinary rate and shall be granted a rostered day off in lieu thereof prior to the commencement of the following crushing season at a time mutually agreed upon between the employer and the employee.
- 3.8.2 Employees who are requested to return to work after ordinary ceasing time to burn cane, or employees who are required to burn cane on weekends, shall be paid a minimum payment of 2 hours at the appropriate overtime rate for such engagement.
- 3.8.3 When a day worker is required to do any work during a meal break, after having commenced such meal break, the employee shall be paid at double time for the time so worked. If more than half the meal break is worked the employee shall continue to receive double time until the employee is allowed a meal break of 30 minutes, for which no deduction shall be made.
- 3.8.4 An employee who works so much overtime between the termination of their ordinary work on one day and the commencement of their ordinary work on the next day that the employee has not at least 10 consecutive hours off duty between those times shall, subject to clause 3.8.4 be released after completion of such overtime until the employee has had 10 consecutive hours off duty without loss of pay for ordinary working time occurring during such absence. If on the instructions of their employer such an employee resumes or continues work without having had such 10 consecutive hours off duty, the employee shall be paid double rates until the employee is released from duty for such period and the employee shall then be entitled to be absent until the employee has had 10 consecutive hours off duty without loss of pay for ordinary working time occurring during such absence:

Provided that where an employee is recalled to work overtime and works not more than 3 hours' overtime, clause 3.8.4 shall not apply. The provisions of clause 3.8.4 shall apply in the case of shift workers who rotate from one shift to another as if 8 were substituted for 10 hours when overtime is worked:

- (a) for the purpose of changing shift rosters; or
- (b) where a shift worker does not report for duty; or

(c) where a shift is worked by arrangement between the employees themselves.

3.8.5 Where an employee has been employed for 16 hours or more continuously before their ordinary starting time at the commencement of any week, unless the employee receives 8 consecutive hours off duty prior to commencing work on their ordinary shift, the employee shall be paid double rates for time worked during their ordinary shift and until the employee is given 8 consecutive hours off duty. If time off is given, that portion of their ordinary shift which falls within such 8 consecutive hours off duty shall be paid for at ordinary rates.

3.8.6 For the purpose of clause 3.8 the ordinary rate shall be the weekly rate divided by 38.

PART 4 - LEAVE OF ABSENCE AND PUBLIC HOLIDAYS

4.1 Sick leave

4.1.1 In respect to employment on and after 14 August 1972, every employee shall become entitled to not less than 8 days' sick leave for each completed year of their employment with an employer.

Moreover, with respect to any completed period of employment of less than one year with an employer after that date, an employee shall become entitled to one day's sick leave for each 6 weeks of such period:

Provided that any period of employment within the period of 6 weeks immediately preceding 14 August 1972, in respect to which no sick leave entitlement accrued pursuant to the provisions of this Award as in force immediately prior to that date shall be taken into account in the calculation of sick leave under clause 4.1.

4.1.2 Every employee absent from work through illness on the production of a certificate from a duly qualified medical practitioner specifying the nature of the illness of the employee and the period or approximate period during which the employee will be unable to work, or of other evidence of illness to the satisfaction of their employer, and subject to their having promptly notified their employer of their illness and of the approximate period aforesaid shall, subject as herein provided, be entitled to payment in full for all time the employee is so absent from work:

Provided that it shall not be necessary for an employee to produce such a certificate if their absence from work on account of illness does not exceed 2 days.

4.1.3 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.

4.1.4 The continuity of employment of an employee with an employer for sick leave accumulative purposes shall be deemed to be not broken by any of the following:

- (a) absence from work on leave granted by the employer;
- (b) the employee having been dismissed or stood down by the employer, or the employee having themselves terminated their employment with the employer, for any period not exceeding 3 months:

Provided that employee shall have been re-employed by that employer.

4.1.5 The period during which the employment of the employee with the employer shall have been interrupted or determined in any of the circumstances mentioned in clause 4.1.4 shall not be taken into account in calculating the period of employment of the employee with the employer.

4.1.6 Except as otherwise provided by clauses 4.1.1 and 4.1.3, sick leave entitlements in respect to periods of employment prior to 14 August 1972, shall be in accordance with the provisions of this Award as in force immediately prior to such date.

4.2 Long service leave

Long service leave shall be inclusive of any unpaid rostered days off occurring therein.

PART 5 - OCCUPATIONAL HEALTH AND SAFETY MATTERS, EQUIPMENT, TOOLS AND AMENITIES

5.1 Accident

When employees are injured seriously or fall seriously ill at their work, the employer shall provide means of getting them to the nearest hospital free of cost to the employee.

Appendix A

Procedures to implement facilitative Award provisions

1. Facilitative provisions such as hours of work - day/shift, meal breaks, 10 ordinary hours, staggered starting and finishing times, spread of hours and working outside 6.00 a.m. to 6.00 p.m. can be negotiated between management and employees who are directly affected by such proposals.

Employees shall be represented by their local Union delegate/s and shall have the right to be represented by their local Union official/s.

2. Facilitative provisions can only be implemented by agreement.
3. Facilitative provisions cannot be imposed by employers onto employees or vice versa.
4. Agreement is defined as obtaining consent of greater than 50% of employees directly affected.
5. All employees directly affected must be consulted as a group regarding the proposal, before any agreement can be reached.
6. Any agreement reached must be documented, and must incorporate a review period. A copy of the agreement must be forwarded to the relevant Union delegate/s and state official/s.

Dated 28 September 2005.

By the Commission,
[L.S.] G.D. SAVILL,
Industrial Registrar.

Operative Date: 17 October 2005
Repeal and New Award - Sugar Industry Field Sector Award - State 2005
Released: 2 December 2005