

QUEENSLAND INDUSTRIAL RELATIONS COMMISSION

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

SUGAR MILLING INDUSTRY AWARD - STATE 2005

Pursuant to s. 698 of the *Industrial Relations Act 1999*, the Sugar Milling Industry Award - State 2005 with all amendments as at 10 December 2009, is hereby reprinted.

I hereby certify that the Award contained herein is a true and correct copy of the Sugar Milling Industry Award - State 2005 as at 10 December 2009.

Dated 10 December 2009.

G.D. Savill
Industrial Registrar

SUGAR MILLING INDUSTRY AWARD - STATE 2005

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This Award is known as the Sugar Milling Industry Award - State 2005.

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1.3 Date of operation

This Award takes effect from 17 October 2005.

1.4 Definitions

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

1.4.2 "Commission" means the Queensland Industrial Relations Commission.

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

1.5 Parties bound

This Award is legally binding upon the employees as prescribed by clause 1.6 and their employers, and The Australian Workers' Union of Employees, Queensland and that Union's members and, in respect to Schedules 2 and 3, upon the Automotive, Metals, Engineering, Printing and Kindred Industries Industrial Union of Employees, Queensland and The Electrical Trades Union of Employees Queensland and those Unions' members.

1.6 Award coverage

This Award shall apply to sugar mill workers in the sugar milling industry and chemists employed in sugar mills in the State of Queensland, other than chemists employed by CSR Limited and chemists in receipt of a salary which is equal to or greater than 120% of the appropriate classification rate prescribed for this class of employee in the locality concerned.

Where chemists are provided with a house, fuel and light free of charge, such shall be valued at \$2.50 per week for the purpose of computing salary.

1.7 Savings

No employee will have their remuneration or conditions of employment reduced because of this new Award and no accrued entitlement or incurred obligation is to be altered by the supersession of the previous Award.

Similarly no employer is under any new right or responsibility other than those arising from decisions emanating from Case B1733 of 1999 of the Commission in that matter.

Outside of those parameters any changes in previous Award benefits or obligations are intended to occur only as a result of arbitration or consent of the Award parties reached during negotiations in formulating the reviewed Award.

Should any anomalies or omissions result in the technical process of redrafting, reformatting and cross referencing Award provisions under section 130 of the Act the parties will meet to resolve any unintended consequences and may bring the matter to the Commission for determination.

PART 2 - FLEXIBILITY**2.1 Enterprise flexibility**

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

2.1.2 The consultative processes established in an enterprise in terms of clause 2.1 may provide an appropriate mechanism for consideration of matters relevant to 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 the requirements of Chapter 6 of the Act and is to have no force or effect until approval is given.

2.2 Structural efficiency

2.2.1 Award modernisation

The parties:

- (a) Are committed to modernising the Award by developing Award conditions and employment practices which recognise and reflect the operations and requirements of the industry. Those operating factors and influences on the industry include the seasonal nature of the work, export orientation and price competitiveness, and geographic spread of sites.
- (b) Agree that the Structural Efficiency Principle will not be applied in a negative cost cutting manner.
- (c) Are prepared to discuss all matters raised by the employer or the Union for increasing productivity at industry and site levels. As such any discussions shall be premised on the understanding that the rights of either party are not limited and that any changes shall be subject to the following requirements:
 - (i) the changes sought shall not affect provisions reflecting State or industry standards;
 - (ii) where possible the changes will act to eliminate discriminatory provisions;
 - (iii) the majority of employees affected by the change must genuinely agree to the change;
 - (iv) no employee shall lose income as a result of the change;
 - (v) neither party shall unreasonably oppose any genuine agreement.
- (d) Agree that where site and industry level discussions are considering matters that may require an Award amendment, the Union must be invited to participate at those levels.
- (e) Agree that working parties will be established to undertake the Award modernisation process.

2.2.2 Consultation

- (a) The parties to this Award are committed to co-operating positively to increase the efficiency, productivity and competitiveness of the industries covered by this Award and to enhance the career opportunities and job security of employees in such industries.
- (b) At each plant or enterprise, an employer, the employees and their relevant Union or Unions commit themselves to establishing a consultative mechanism and procedures appropriate to the size, structure and needs of that plant or enterprise. Measures raised by the employer, employees or Union or Unions for consideration consistent with the objectives of clause 2.2.2(a) shall be processed through that consultative mechanism and procedures.

2.2.3 Enterprise Agreements

- (a) As part of the structural efficiency exercise and as an ongoing process, improvements in productivity and efficiency, discussion should take place at an enterprise to provide more flexible working arrangements, improvement in the quality of working life, enhancement of skills, training and job satisfaction, and positive assistance in the restructuring process and to encourage consultative mechanisms across the workplace to all employees in an enterprise and consideration of a single bargaining unit in all multi-Union or multi-award workplaces.
- (b) The consultative processes established in an enterprise in terms of this Award may provide an appropriate mechanism for consideration of matters relevant to clause 2.2.3. Union delegates at the place of work may be involved in such discussions.
- (c) Any proposed genuine agreement reached between an employer and employee(s) in any enterprise is contingent upon:
 - (i) a majority of employees affected genuinely agreeing to the changes;
 - (ii) the agreement being consistent with the current State Wage Case principles;

- (iii) the relevant Union or Unions (of employees or employers) being invited to participate in any discussions which involve alterations to Award conditions, (and may be a party to any resultant agreement);
 - (iv) changes sought in such agreements not affecting Award provisions reflecting currently established standards of the Commission;
 - (v) parties to such agreements acknowledging that the Commission does not intend that any employee should lose any existing entitlement to earnings, Award or overaward, for working ordinary hours of work as a result of any Award changes made as part of the implementation of the Structural Efficiency Principle.
- (d) The relevant Unions (of employees or employers) shall not unreasonably withhold consent to an agreement reached between the parties.
- (e) As the enterprise agreement purports to alter award conditions:
- (i) it is to be the subject of an application to the Commission for approval and is to have no force or effect until approval is given;
 - (ii) the relevant Unions (and where appropriate of employers) are to be advised of such an application, its contents and the date of hearing.
- (f) (i) Upon approval being given by the Commission the agreement shall be inserted as an Award provision (as a schedule or otherwise) and take precedence over any provision of the relevant and named Award to the extent of any inconsistency therewith.
- (ii) Thereafter the agreement will have the effect of an Award and is to be posted and displayed as required.
- (iii) If the agreement is not approved it shall have no force or effect but may be remitted to the parties for further consideration.
- (g) Upon exhaustion of dispute avoidance procedure processes any disputed areas are subject to conciliation, mediation or arbitration.

2.3 Commitment to work collectively

The parties to the Award are committed to work collectively towards continuing the past practice of joint Union/employer negotiations to help ensure Awards are progressively reviewed and restructured.

PART 3 - COMMUNICATION, CONSULTATION AND DISPUTE RESOLUTION

3.1 Grievance and dispute settling procedure

The objective of this procedure shall be to avoid disputes by the resolution of 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.

It is acknowledged by the parties that the time taken in progressing issues through this procedure will depend to a large extent on the nature and seriousness of the issue. However, the parties agree that this procedure is to be followed before any action, likely to lead to disputation, is taken by either management or employees:

- 3.1.1 In the first instance any issue shall be discussed between the immediate supervisors and the employee, in company with, if appropriate, the employee's duly accredited workplace Union representative. Where the dispute concerns alleged actions of the immediate supervisor the employee/s and or their Union representative may bypass this level in the procedure.
- 3.1.2 If the issue is not resolved in the first step, the issue shall be discussed between the workplace Union representative and the next level of management or nominated representative of the Company.
- 3.1.3 If the grievance involves allegations of unlawful discrimination by a supervisor the employee may commence the grievance resolution process by reporting the allegations to the next level of management beyond that of the supervisor concerned. If there is no level of management beyond that involved in the allegation the employee

and/or the employee's Union representative may proceed directly to the process outlined at clause 3.1.5.

- 3.1.4 If the issue cannot be resolved by people at the workplace, an official of the appropriate Union shall be advised.
- 3.1.5 Any issue which cannot be resolved after the following procedure prescribed above may be referred by either party to the Commission.
- 3.1.6 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.
- 3.1.7 Throughout all stages of the procedure all relevant facts shall be clearly identified and recorded.
- 3.1.8 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 of wages.
- 3.1.9 This dispute avoidance procedure shall not prejudice either party exercising their rights before the Commission.

3.2 Consultation

- 3.2.1 The parties to this Award are committed to co-operating positively to increase the efficiency, productivity and competitiveness of the industries covered by this Award and to enhance the career opportunities and job security of employees in such industries.
- 3.2.2 At each plant or enterprise, an employer, the employees and their relevant Union or Unions commit themselves to establishing a consultative mechanism and procedures appropriate to the size, structure and needs of that plant or enterprise. Measures raised by the employer, employees or Union or Unions for consideration consistent with the objectives of clause 3.2.1 shall be processed through that consultative mechanism and procedures.

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

4.1 Employment categories

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

Employment categories are:

- (a) full-time;
- (b) seasonal;
- (c) part-time (as prescribed in clause 4.3);
- (d) casual (as prescribed in clause 4.4).

4.2 Seasonal

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

4.3 Part-time employment

- 4.3.1 The introduction of part-time employment shall be done through the introduction of changes provisions in clause 4.9.
- 4.3.2 An employee may be engaged to work on a part-time basis involving a regular pattern of hours which shall average less than 38 hours per week.
- 4.3.3 (a) Before commencing part-time employment, the employee and employer must agree:
 - (i) upon the hours to be worked by the employee, the days upon which they will be worked and the commencing and finishing times for the work; and
 - (ii) upon the classification applying to the work to be performed in accordance with Part 5 of this Award.
- (b) Except as otherwise provided in this Award, a part-time employee is entitled to be paid for the hours agreed upon in accordance with clause 4.3.3(a).

- (c) The terms of this agreement may be varied by consent.
- (d) The terms of this agreement or any amendment to it shall be in writing and retained by the employer. A copy of the agreement and any amendment to it shall be provided to the employee by the employer.

4.3.4 The terms of this Award shall apply *pro-rata* to part-time employees on the basis that ordinary weekly hours for full-time employees are 38.

4.3.5 Overtime

A part-time employee who is required by the employer to work in excess of the hours agreed upon in accordance with clauses 4.3.3(a) and (c) shall be paid overtime in accordance with clause 6.3.

4.3.6 Public holidays

Where the part-time employee's normal paid hours fall on a public holiday prescribed in clause 7.7 and work is not performed by the employee, such employee shall not lose pay for the day. Where the employee works on the holiday, such employee shall be paid in accordance with clause 7.7.

4.4 Casual employment

4.4.1 The introduction of casual employment shall be done through the introduction of changes provisions in clause 4.9.

4.4.2 A casual employee is to be one engaged and paid as such. A casual employee, for working ordinary time, shall be paid an hourly rate calculated on the basis of 1/38th of the relevant weekly wage for the level of work being performed plus a loading of 23%. This loading is not an all-purpose payment.

- (a) A casual employee, other than an irregular casual employee as defined in clause 4.4.5(a), who has been engaged by a particular employer on a regular and systematic basis and for several periods of employment under this Award during a period of 6 months shall thereafter have the right to elect to have the employee's contract of employment converted to full-time employment or part-time employment if the employment is to continue beyond the conversion process.
- (b) Every employer of such an employee shall give the employee notice in writing of the provisions of clause 4.4 within 4 weeks of the employee having attained such period of 6 months.

The employee retains the employee's right of election under clause 4.4 if the employer fails to comply with clause 4.4.2(b).

- (c) Any such casual employee who does not within 4 weeks of receiving written notice elect to convert the employee's contract of employment to full-time employment or part-time employment will be deemed to have elected against any such conversion.
- (d) Any casual employee who has a right to elect under clause 4.4.2(a), upon receiving notice under clause 4.4.2(b) or after the expiry of the time for giving such notice, may give 4 weeks' notice in writing to the employer that the employee seeks to elect to convert the employee's contract of employment to full-time or part-time employment, and within 4 weeks of receiving such notice the employer shall consent to or refuse the election but shall not unreasonably so refuse. Any dispute about a refusal of an election to convert a contract of employment shall be dealt with as far as practicable with expedition through the grievance procedure.
- (e) Once a casual employee has elected to become and been converted to a full-time employee or a part-time employee, the employee may only revert to casual employment by written agreement with the employer.
- (f) If a casual employee has elected to have the employee's contract of employment converted to full-time or part-time employment in accordance with clause 4.4.2(d), the employer and employee in accordance with clause 4.4 shall discuss and agree upon:
 - (i) which form of employment the employee will convert to, that is, full-time or part-time; and
 - (ii) if it is agreed that the employee will become a part-time employee, the number of hours and the pattern of hours that will be worked, as set out in clause 4.3.2:

Provided that an employee who has worked on a full-time basis throughout the period of casual employment has the right to elect to convert the employee's contract of employment to full-time employment and an employee who has worked on a part-time basis during the period of casual

employment has the right to elect to convert the employee's contract of employment to part-time employment, on the basis of the same number of hours and times of work as previously worked, unless other arrangements are agreed upon between the employer and employee.

Following such agreement being reached, the employee shall convert to full-time or part-time employment.

Where, in accordance with clause 4.4.2(d) an employer refuses an election to convert, the reasons for doing so shall be fully stated to and discussed with the employee concerned and a genuine attempt made to reach agreement.

Any dispute about the arrangements to apply to an employee converting from casual employment to full-time or part-time employment shall be dealt with as far as practicable with expedition through the grievance procedure.

- (g) By agreement between the employer and the majority of the employees in the relevant workplace, or section of it, or with the casual employee concerned, the employer may apply clause 4.4.2(a) as if the reference to 6 months is a reference to 12 months, but only in respect of a currently engaged individual employee or group of employees. Any such agreement shall be recorded in the time and wages records. Any such agreement reached with an individual employee may only be reached within the 2 months prior to the end of the period of 6 months referred to in clause 4.4.2(a).

4.4.3 (a) An employer when engaging a person for casual employment must inform the employee then and there that the employee is to be employed as a casual, stating by whom the employee is employed, the job to be performed and the classification level, the actual or likely number of hours required, and the relevant rate of pay.

- (b) The employer shall give to a casual employee who has been engaged for one or more periods of employment extending over 3 or more weeks in any calendar month, and whose employment is or is likely to be ongoing, a notice in writing signed by or on behalf of the employer stating:

- (i) the name and address of the employer;
- (ii) if the employee has been engaged by the employer to perform work on hire to another person or company or is regularly engaged to perform work on hire to other persons or companies, a statement to that effect;
- (iii) the job to be performed and the classification level on which the employee has been or is likely to be engaged;
- (iv) as far as practicable, the terms of the current engagement, including the likely number and likely pattern of hours required to be worked, the base hourly rate upon which the casual loading is calculated, the casual loading and the total casual rate; and
- (v) the contingency on which the engagement expires, or the notice, if any, that will be given to terminate any ongoing employment.

Schedule 7 to this Award provides a *pro forma* letter for compliance with the requirements of clause 4.4.

- (c) It shall be sufficient compliance with clause 4.4.3(b) if the employer gives such a note in writing upon or following the first occasion on which the casual employee has been so engaged for a period or periods extending over 3 or more weeks in any calendar month.

- (d) On each occasion a casual employee is required to attend work, the employee is entitled to payment for a minimum of 4 hours' work.

4.4.4 An employee must not be engaged and re-engaged to avoid any obligation under this Award.

4.4.5 (a) An "irregular casual employee" is one who has been engaged to perform work on an occasional or non-systematic or irregular basis.

- (b) The provisions of clause 4.4.2 do not apply to irregular casual employees.

4.4.6 *Casual watchperson*

- (a) Casual watchperson is an employee who is engaged on a casual hourly basis, and may include a sugar mill worker who is otherwise employed in a sugar mill but who also accepts a separate engagement to perform watchman duties. Such employee shall be paid 23% in addition to the wage rate prescribed for a

General Operator - Level 2.

- (b) Casual watchpersons may be employed, at any time during the 7 days of the week, with a minimum of 4 hours per engagement where the engagement does not exceed 4 hours and a minimum of 8 hours for engagement exceeding 4 hours.
- (c) All time worked by casual watchpersons in excess of 8 hours on any one day shall be paid for at overtime rates. For the purposes of clause 4.4.6(c) "day" means the period of 24 hours from the commencement of each engagement.
- (d) The allowance prescribed by clause 6.2.6 shall not apply to casual watchpersons.

4.5 Incidental or peripheral tasks

- 4.5.1 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.
- 4.5.2 Any direction issued by an employer pursuant to clause 4.5.1 shall be consistent with the employer's responsibility to provide a safe and healthy working environment.

4.6 Conditions of employment

All expenses incurred in engaging labour through labour agents shall be paid by the employer.

4.7 Anti-discrimination

- 4.7.1 It is the intention of the parties to this Award to prevent and eliminate discrimination as defined by the *Anti-Discrimination Act 1991* and the *Industrial Relations Act 1999* as 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.
- 4.7.2 Accordingly in fulfilling their obligations under the grievance and disputes settling procedure in clause 3.1, the parties to this Award must take reasonable steps to ensure that neither the Award provisions nor their operation are directly or indirectly discriminatory in their effects.
- 4.7.3 Under the *Anti-Discrimination Act 1991* it is unlawful to victimise an employee because the employee has made or may make or has been involved in a complaint of unlawful discrimination or harassment.
- 4.7.4 Nothing in clause 4.7 is to be taken to affect:
 - (a) any different treatment (or treatment having different outcomes) which is specifically exempted under the *Anti-Discrimination Act 1991*; 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.

4.8 Termination of employment

4.8.1 Statement of employment

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

4.8.2 Termination by employer

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

Period of Continuous Service

Period of Notice

| | |
|---|---------|
| Not more than 1 year | 1 week |
| More than 1 year but not more than 3 years | 2 weeks |
| More than 3 years but not more than 5 years | 3 weeks |
| More than 5 years | 4 weeks |

- (b) In addition to the notice in clause 4.8.2(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 4.8.2 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.

4.8.3 *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 4.8.2.

4.8.4 *Time off during notice period*

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

4.9 Introduction of changes

4.9.1 *Employer's duty to notify*

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

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

4.9.2 *Employer's duty to consult over change*

- (a) The employer shall consult the employees affected and, where relevant, their Union or Unions about the introduction of the changes, the effects the changes are likely to have on employees (including the number and categories of employees likely to be dismissed, and the time when, or the period over which, the employer intends to carry out the dismissals), and the ways to avoid or minimise the effects of the changes (e.g. by finding alternate employment).
- (b) The consultation must occur as soon as practicable after making the decision referred to in clause 4.9.1.

- (c) For the purpose of such consultation the employer shall provide in writing to the employees concerned and, where relevant, their Union or Unions, all relevant information about the changes including the nature of the changes proposed, the expected effects of the changes on employees, and any other matters likely to affect employees:

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

4.10 Redundancy

4.10.1 Consultation before terminations

- (a) Where an employer decides that the employer no longer wishes the job the employee has been doing to be done by anyone, and this is not due to the ordinary and customary turnover of labour, and that decision may lead to termination of employment, the employer shall consult the employee directly affected and where relevant, their Union or Unions.
- (b) The consultation shall take place as soon as it is practicable after the employer has made a decision, which will invoke the provisions of clause 4.10.1(a) and shall cover the reasons for the proposed terminations, measures to avoid or minimise the terminations and/or their adverse 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.

4.10.2 Transfer to lower paid duties

- (a) Where an employee is transferred to lower paid duties for reasons set out in clause 4.10.1 the employee shall be entitled to the same period of notice of transfer as the employee would have been entitled to if the employee's employment had been terminated under clause 4.10.
- (b) The employer may, at the employer's option, make payment in lieu thereof of an amount equal to the difference between the former amounts the employer would have been liable to pay and the new lower amount the employer is liable to pay the employee for the number of weeks of notice still owing.
- (c) The amounts must be worked out on the basis of:
 - (i) the ordinary working hours to be worked by the employee; and
 - (ii) the amounts payable to the employee for the hours including for example, allowances, loadings and penalties; and
 - (iii) any other amounts payable under the employee's employment contract.

4.10.3 Transmission of business

- (a) Where a business is, whether before or after the date of insertion of clause 4.10 in the Award. transmitted from an employer (transmittor) to another employer (transmittee), and an employee who at the time of such transmission was an employee of the transmittor of the business, becomes an employee of the transmittee:
 - (i) the continuity of the employment of the employee shall be deemed not to have been broken by reason of such transmission; and
 - (ii) the period of employment which the employee has had with the transmittor or any prior transmittor shall be deemed to be service of the employee with the transmittee.
- (b) In clause 4.10.3, "business" includes trade, process, business or occupation and includes a part or subsidiary (which means a corporation that would be taken to be a subsidiary under the Corporations Law, whether or not the Corporations Law applies in the particular case) of any such business and "transmission" includes transfer, conveyance, assignment or succession whether by agreement or by

operation of law and "transmitted" has a corresponding meaning.

4.10.4 *Time off during notice period*

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

4.10.5 *Notice to Centrelink*

Where a decision has been made to terminate employees in the circumstances outlined in clause 4.10.1, the employer shall notify Centrelink as soon as possible giving all relevant information about the proposed terminations, including a written statement of the reasons for the terminations, the number and categories of the employees likely to be affected, the number of workers normally employed and the period over which the terminations are intended to be carried out.

4.10.6 *Severance pay*

- (a) In addition to the period of notice prescribed for ordinary termination in clause 4.8.2(a), and subject to further order of the Commission, an employee whose employment is terminated for reasons set out in clause 4.10.1(a), shall be entitled to the following amounts of severance pay:

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

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

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

4.10.7 *Superannuation benefits*

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

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

4.10.8 *Employee leaving during notice*

An employee whose employment is terminated for reasons set out in clause 4.10.1(a), may terminate such employment during the period of notice, and, if so, shall be entitled to the same benefits and payments under this clause had such employee remained with the employer until the expiry of such notice:

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

4.10.9 *Alternative employment*

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

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

Clause 4.10 shall not apply to employees with less than one year's continuous service and the general obligation on employers should be no more than to give relevant employees an indication of the impending redundancy at the first reasonable opportunity, and to take such steps as may be reasonable to facilitate the obtaining by the employees of suitable alternative employment.

4.10.11 *Employees exempted*

Clause 4.10 shall not apply:

- (a) where employment is terminated as a consequence of misconduct on the part of the employee; or
- (b) to seasonal employees; or
- (c) 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 4.10.11 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
- (d) to casual employees;
- (e) to apprentices including apprentices who are retained in employment for one fixed term contract after the completion of their apprenticeship.

4.10.12 *Employers exempted*

- (a) Subject to an order of the Commission, in a particular redundancy case, clause 4.10 shall not apply to an employer including a company or companies that employ employees working a total of fewer than 550 hours on average per week, excluding overtime, Monday to Sunday. The 550 hours shall be averaged over the previous 12 months.
- (b) A "company" shall be defined as:
 - (i) a company and the entities it controls; or
 - (ii) a company and its related company or related companies; or
 - (iii) a company where the company or companies has a common Director or common Directors or a common shareholder or common shareholders with another company or companies.

4.10.13 *Exemption where transmission of business*

- (a) The provisions of clause 4.10.6 are not applicable where a business is before or after the date of the insertion of this clause into the Award, transmitted from an employer (transmittor) to another employer (transmittee), in any of the following circumstances:
 - (i) where the employee accepts employment with the transmittee which recognises the period of continuous service which the employee had with the transmittor, and any prior transmittor, to be continuous service of the employee with the transmittee; or
 - (ii) where the employee rejects an offer of employment with the transmittee:
 - (A) in which the terms and conditions are substantially similar and no less favourable, considered on an overall basis, than the terms and conditions applicable to the employee at the time of ceasing employment with the transmittor; and
 - (B) which recognises the period of continuous service which the employee had with the transmittor and any prior transmittor to be continuous service of the employee with the

transmittee.

- (b) The Commission may amend clause 4.10.13(a)(ii) if it is satisfied that it would operate unfairly in a particular case, or in the instance of contrived arrangements.

4.10.14 Incapacity to pay

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

4.11 Continuity of service - transfer of calling

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

PART 5 - WAGES AND WAGE RELATED MATTERS

5.1 Classification and Reclassification

5.1.1 The parties to this Award are committed to reviewing the classification structure for a compatible and career orientated grading system.

5.1.2 In order to assist the parties in classification and reclassification the following procedures shall apply:

- (a) the parties shall undertake appropriate consultation in accordance with clause 3.2;
- (b) any disputes in respect to classification or reclassification shall be handled in accordance with the procedures as detailed in the Implementation Manual (ref. QGIG 27 November 1992 at 648);
- (c) classification/reclassification of employees shall be applied in accordance with Sections 2 and 4 of the Implementation Manual;
- (d) the employee will be transferred to the new classification structure without loss of pay in accordance with the Implementation Manual;
- (e) establish whether the individual is to be "red-ringed" in the transition from the old classification structure to the new broadbanded wage levels; and

("Red-ringing" is a process whereby an individual's current pay level is maintained until such times as an employee achieves competency in a skill level which attracts a rate of pay in excess of the employee's current pay level or future wage increases absorb the excess amount.)

- (f) recognise that in order to increase the efficiency, productivity and international competitiveness of the sugar industry, a greater commitment to training and skill development is required.

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

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

5.2 Definitions and wages

5.2.1 Definitions

All work shall be covered by the classification structure described in Schedule 1, namely:

| | |
|--------------------------|----|
| | % |
| General Operator Level 1 | 80 |
| General Operator Level 2 | 83 |

| | |
|---|-----|
| Production, Transport and Services Operator - Level 3 | 88 |
| Production, Transport and Services Operator - Level 4 | 93 |
| Production, Transport and Services Operator - Level 5 | 97 |
| Production, Transport and Services Operator - Level 6 | 100 |
| Production, Transport and Services Operator - Level 7 | 105 |
| Production, Transport and Services Operator - Level 8 | 110 |
| Production, Transport and Services Operator - Level 9 | 115 |

5.3 Lost time

5.3.1 Where mill hands lose time for any cause other than their own fault, they shall be paid for such lost time at the rate prescribed for the work they are usually engaged on, but shall during such time perform such work as the employer shall require them to perform:

Provided that the employer shall not be compelled to pay for time which is lost through strikes in mill or field, wet weather or floods, or cyclones, or through a breakdown in the mill causing a stoppage for more than one shift, but it shall be obligatory on the employer after that minimum period to make every possible endeavour to provide employees with work when operations are suspended on account of wet weather, floods, cyclones, or mill breakdown.

5.3.2 When tram maintenance workers present themselves for work at the starting time and place as instructed by the employer, then, if the employer or person in charge decides that, because of rain, threatening or falling, no work is to be done in the open, the employees shall, if they are willing to do so, be provided with work under cover, if such work is available. If they refuse to do such work under cover they shall not be entitled to any payment. If no such work is available they shall be paid for 2 hours at ordinary rates:

5.3.3 The employer shall pay employees up to a maximum of 24 hours for time lost on account of wet weather in each fortnight. For this purpose the first fortnight shall be calculated as from the first Monday in the calendar year, and so on throughout the year.

5.3.4 During the crushing season mill employees on shift shall be paid for the whole of the shift during which the cane supply becomes exhausted in addition to any payment required to be made by clause 5.3.

5.3.5 Time lost through a strike affecting transport services by sea or land shall not be paid for.

5.4 Wage rates

5.4.1 Wages

(a) The minimum weekly wage rate to be paid to employees shall be the sum of clauses 5.4.1(b) and 5.4.1(c) and shall be paid for all purposes of the Award. The weekly wage rate shall be calculated to the nearest 10 cents, with 5 cents or more being taken upwards.

(b) Base rate and supplementary payment (Southern Division):

| Classification Level | Base Rate \$ | Supplementary Payment \$ |
|----------------------|-----------------|--------------------------------|
| 1 | 292.20 | 284.40 |
| 2 | 303.10 | 286.00 |
| 3 | 321.40 | 290.60 |
| 4 | 339.60 | 293.20 |
| 5 | 354.20 | 295.20 |
| 6 | 365.20 | 294.80 |
| 7 | 383.50 | 295.40 |
| 8 | 401.70 | 300.00 |
| 9 | 420.00 | 302.60 |

(c) Excess payment - In addition to the rates expressed in clause 5.4.1(b), the following excess payments shall be paid to all existing and future employees and shall be paid for all purposes of the Award. Such excess payments shall remain unaltered unless otherwise ordered by the Commission.

| Classification Level | Excess Payments \$ |
|-------------------------|--------------------------|
| 1 | 70.10 |

| | |
|---|-------|
| 2 | 66.80 |
| 3 | 58.20 |
| 4 | 54.90 |
| 5 | 52.10 |
| 6 | 78.00 |
| 7 | 80.30 |
| 8 | 82.00 |
| 9 | 80.60 |

| Classification Level | Total Amount \$ |
|----------------------|-----------------|
| 1 | 646.70 |
| 2 | 655.90 |
| 3 | 670.20 |
| 4 | 687.70 |
| 5 | 701.50 |
| 6 | 738.00 |
| 7 | 759.20 |
| 8 | 783.70 |
| 9 | 803.20 |

NOTE: The rates of pay in this Award are intended to include the arbitrated wage adjustment payable under the 1 September 2009 Declaration of General Ruling and earlier Safety Net Adjustments and arbitrated wage adjustments. This arbitrated wage adjustment may be offset against any equivalent amount in rates of pay received by employees whose wages and conditions of employment are regulated by this Award which are above the wage rates prescribed in the Award. Such payments include wages payable pursuant to certified agreements, currently operating enterprise flexibility agreements, Queensland workplace agreements, award amendments to give effect to enterprise agreements and overaward arrangements. Absorption which is contrary to the terms of an agreement is not required.

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

- (d) The wage rate listed above incorporates all existing all-purpose skill allowances that were previously paid under the old classification structure.
- (e) "Overaward payment" is defined as the amount (whether it be termed "overaward payment", "attendance bonus", "service increment", or any term whatsoever) which an employee would receive in excess of the "Award Wage" which applied immediately prior to the date of operation of any broadbanning adjustment awarded by the Commission for the classification in which the employee is engaged:

Such payment shall exclude overtime, shift allowances, penalty rates, allowances, fares and travelling time allowances and any other ancillary payment of a like nature.

- (f) These wage rates recognise that employees are to be available to carry out a wider range of duties including work which is in connection with, incidental or peripheral to the main task or function.

5.5 Juniors

5.5.1 Junior wage rates

- (a) The minimum wage rate payable to juniors shall be the following percentages of the minimum adult weekly wage rate corresponding to either classification level 1 or 2.

| | Percentage of the appropriate minimum weekly rate corresponding to either classification level 1 or 2 |
|--------------------------------------|---|
| | % |
| Employees less than 15 years of age | 50 |
| Employees from 15 to 16 years of age | 65 |
| Employees from 16 to 17 years of age | 75 |
| Employees from 17 to 18 years of age | 90 |

And thereafter the minimum rate prescribed for adults.

- (b) Employees who are appointed to level 3 or above shall be paid the wage rate appropriate to that level as

prescribed in clause 5.4.1

5.5.2 Junior employees shall receive the respective percentage of the wage rates, including these allowances, as prescribed in clause 5.9.

5.6 Agreements for piecework

Agreements for piecework may be entered into between employers and employees, provided that no pieceworker shall work on any one day more than the daily limitation of hours prescribed for day workers on such day, and that such a piece rate shall be fixed as will enable the average competent employee to earn 20% over the rate prescribed by the Award for the class of work performed, but in no case shall the employee be paid less than the said Award rate. Such agreement shall be in writing and signed by both parties. Each employee shall be supplied with a copy of their agreement free of charge.

5.7 Payment of wages

5.7.1 Time of payment

- (a) All payments of wages shall be made at least once in each fortnight except in the case of mill workers who shall be paid weekly.

Where an employee other than a mill employee so requests and gives the employer at least 3 days' notice such employee shall be paid in cash.

- (b) When employees leave or are discharged from employment they shall be paid their wages as soon as is reasonably practicable:

In any case where an employee is discharged such employee shall be paid within 4 hours.

5.7.2 At the cessation of crushing and where notice of termination of their employment has been given by the employer, sugar mill employees shall, on request given to the employer before commencing their final shift, be paid all wages and annual leave entitlement due to them within 3 hours of the completion of such final shift, or be paid waiting time for all such time after such 3 hours.

5.7.3 In the event of an employee leaving, the employee shall be paid their wages within 30 hours.

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

In the event of a breach of clause 5.7, full waiting time shall be paid.

5.7.5 Method of work and payment for ordinary hours

For the purposes of an average 38 hour working week in sugar mills, 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 6.1.2, an employer shall be deemed to have paid the minimum weekly rate prescribed if:
- (i) in the case of an employee other than a seasonal or other than an employee deemed to be a seasonal in clause 4.2, the employee is paid a total 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 4.2 the employee is paid a total of 4 weeks' minimum pay over the 4 weeks' cycle.
- (b) During the nominal slack season, as defined in clause 6.1.2, an employee other than a seasonal or other than an employee deemed to be a seasonal in clause 4.2, shall be paid for all ordinary hours worked each week at the weekly rate divided by 36 and seasonal employees and employees deemed to be seasonals in clause 4.2 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 6.2.12, all employees shall be paid for all ordinary hours worked each week at the weekly rate divided by 40.

5.7.6 Seasonals

Seasonal employees or employees deemed to be seasonal in clause 4.2, shall be paid an allowance in lieu of rostered

days off equivalent to 5% of their ordinary earnings (excluding disability and shift allowances) for the nominal crushing season. Such payment shall be made at the commencement of the annual close down or on termination, whichever is the earlier.

5.7.7 *Other than seasonals*

Employees, other than seasonals or those deemed to be seasonals in clause 4.2 and employees other than casual watchpersons who are terminated during the nominal crushing season shall be paid an allowance in lieu of rostered days off equivalent of 5% of their ordinary earnings (excluding disability and shift allowances) for the nominal crushing season.

5.7.8 Employees, other than seasonals, or those deemed to be seasonals in clause 4.2 and employees other than casual watchpersons who are terminated during the nominal slack season shall be paid an allowance based on a proportion of 5% of ordinary earnings (excluding disability and shift allowances) for the nominal crushing season according to the following formulae, using as an example an employee who is terminated after 10 weeks of the nominal slack season.

$$\begin{array}{l} \text{Period of nominal slack} \\ \text{season remaining after date} \\ \text{of termination} \\ 26 \text{ weeks} \end{array} \quad \times \quad \begin{array}{l} 5\% \text{ of ordinary nominal crushing} \\ \text{season earnings} \end{array}$$

equals

$$\begin{array}{l} 16 \text{ weeks} \\ 26 \text{ weeks} \end{array} \quad \times \quad \begin{array}{l} 5\% \text{ of ordinary nominal crushing} \\ \text{season earnings} \end{array}$$

5.7.9 For the purposes of clause 5.7.8 one day equals 0.2 of a week.

5.8 Allowances

5.8.1 *Applying obnoxious substances*

- (a) An employee engaged in the preparation and/or the application of epoxy based materials or materials of a like nature including Swiftvulc paint shall be paid 67.45 cents per hour extra.
- (b) Where there is an absence of adequate natural ventilation the employer shall provide ventilation by artificial means and/or supply an approved type of respirator; in addition, protective clothing shall be supplied where recommended by the Department of Health.
- (c) Proper washing facilities together with towels, soap and a plentiful supply of water shall be provided by the employer, as required.
- (d) For the purpose of clause 5.8.1 all materials which include or require the addition of a catalyst hardener and reactive additives or 2 pack catalyst system shall be deemed to be materials of a like nature.

5.8.2 *Asbestos*

Employees required to use materials containing asbestos or to work in close proximity to employees using such materials where such materials are used in connection with maintenance or replacement work, shall be provided with and shall use all necessary safeguards as required by the Workplace Health and Safety Board and where such safeguards include the mandatory wearing of protective equipment (i.e. combination overalls and breathing equipment or similar apparatus) such employees shall be paid 63.8 cents extra per hour whilst so engaged.

5.8.3 *Bagasse bins - crushing season*

- (a) Employees who during the crushing season are required to perform work below the level of the top catwalk in circular bagasse bins for periods of time in excess of those listed below are to be paid at the rate of single time extra, in addition to the prevailing rate, for the actual time involved in such work on each occasion:
 - (i) during crushing operations - a minimum period of 10 minutes on any occasion;
 - (ii) during non-crushing operations - a minimum period of 20 minutes on any occasion:
- (b) This payment shall be in lieu of any other provision of this Award relating to hot work, unpleasant conditions, confined spaces and dirty work.

5.8.4 *Breaking stacks, etc.*

Employees engaged in breaking stacks of sugar stored in sugar sheds and/or outloading such sugar on to railway trucks or other vehicles or into chutes shall be paid the crushing season rates prescribed in this Award for sugar loaders and stackers.

5.8.5 *Brick cutting*

Employees using a brick cutting machine shall be paid 49.35 cents per hour extra whilst so engaged.

5.8.6 *Camp allowance*

- (a) Where, in the performance of their work, employees are required to live in camp, they shall be paid \$13.80 per day in addition to the rates prescribed.
- (b) An employee who returns home or is otherwise absent from camp for not more than 2 nights during such week but who does not absent themselves from the job shall nevertheless be deemed to live in camp during the week and shall be entitled to the allowance for 5 days, provided that an employee remaining in camp for a week-end shall be paid the allowance for such days.
- (c) Tents, stretchers, camp and cooking utensils shall be supplied free of charge by the employer, and the erection of all such camps shall be done in the employer's time, but the employees shall be liable for damage done to such tent, stretchers, camp and cooking utensils wilfully or by reason of negligence.

5.8.7 *Carting and/or handling cement*

Employees engaged in carting and/or handling cement shall be paid \$3.00 per day extra in addition to their ordinary wages.

Clause 5.8.7 shall not apply when quantities of less than 508kg are carted or handled.

5.8.8 *Chimney stacks*

Employees engaged on cleaning and tarring or painting chimney stacks shall be supplied with overalls and shall be paid an additional amount of \$4.01 for the first 4 hours or any portion thereof, and 82.15 cents for each hour thereafter on any day.

5.8.9 *Cleaning under carrier*

Employees required to clean under the carrier shall be paid 49.35 cents per hour extra whilst so engaged.

5.8.10 *Cleaning molasses tanks*

Employees cleaning out molasses tanks from the inside shall be paid 49.35 cents per hour extra for the time so engaged.

5.8.11 *Chipping rollers*

Employees chipping rollers with pneumatic chisels shall be paid 72.6 cents per hour above the rates prescribed for general mill workers with a minimum additional payment of \$3.70 per day whilst so employed.

5.8.12 *Cleaning dirty machinery*

Employees required to clean by hand or whilst assisting to dismantle before cleaning, gear and/or cog wheels, engine or roller beds shall be paid 49.35 cents per hour extra whilst so engaged.

5.8.13 *Employees handling building blocks*

Employees employed handling blocks (other than cindercrete blocks for plugging purposes) shall be paid additional amounts as follows:

- (a) for bricks over 5.5kg and up to 9kg - 55.5 cents per hour extra;
- (b) over 9kg and up to 18kg - 95.1 cents per hour extra;
- (c) over 18kg - \$1.3825 per hour extra.

An employee shall not be required to lift a building block in excess of 20kg in weight unless such employee is provided with mechanical aid or with an assisting employee.

5.8.14 *First aid duty*

Any qualified employee rostered by the employer to perform first-aid duty shall be paid \$11.50 per week in addition to the ordinary rate of wages.

5.8.15 *Grinding shredder hammer*

Employees required to grind shredder hammers after such hammers have been re-tipped with Hardex weld, shall be paid an additional 43.55 cents per hour extra for the time so engaged, with a minimum of 4 hours.

5.8.16 *Handling molasses*

Employees handling molasses in drums where the molasses has split so that the employees' clothes become appreciably contaminated shall be paid 53.7 cents per hour extra for the time so engaged. Any disagreement as to whether this allowance applies in a particular case shall be determined by a Magistrate on the application of either party.

5.8.17 *Height money*

Employees required to perform work at a height of from 15.24m to 22.86m above the ground, or low water level, or nearest horizontal plane, shall be paid 32.05 cents per hour extra; and, for work performed at a height of more than 22.86m above the ground, or low water level, or nearest horizontal plane, shall be paid 49.35 cents per hour extra.

5.8.18 *High pressure cleaning machines*

Employees operating high pressure cleaning machines for the cleaning of dirty machinery or operating degreasing machines shall be paid 49.35 cents per hour extra whilst so engaged.

5.8.19 *Hot work, confined spaces, etc.*

- (a) Hot work - Employees engaged on cleaning or maintenance work inside hot efferts, hot flues, hot vacuum pans, hot boilers, hot combustion chambers or hot fire boxes of mill boilers where the ambient temperature, having been raised by artificial means, is 45 degrees celsius or more, shall be paid at the rate of single time extra in addition to the prevailing rate for the time spent actually performing the work:

Employees shall perform such work for 10 minutes on each occasion the work is performed before the additional rate applies.

- (b) Employees shall not be paid this allowance for "spelling time" or for time spent working as a member of the gang outside the hot place.
- (c) This allowance shall be in lieu of any other provision of this Award relating to hot work, unpleasant conditions, confined spaces or dirty work.
- (d) Crushing season - juice superheaters - Employees manually cleaning juice superheaters with brushes on week days during the crushing season shall be paid 73.55 cents per hour extra whilst so engaged:

Provided that this allowance shall not be paid when superheaters are cleaned with chemicals.

- (e) Confined spaces - Except as otherwise provided, employees engaged in cleaning cold mill boilers, or employees required to work from inside the cleaning or maintenance of locomotive boilers, combustion chambers, water drums of boilers, fire boxes, flues, vapour pipes (including painting of such pipes), the base of chimney stacks, fly wheel or gearing pits, condensers, efferts, evaporators, or vacuum pans, shall be paid 67.45 cents per hour extra whilst so engaged.

5.8.20 *Insulation work*

- (a) When working in a dust-laden atmosphere caused by the use of materials for insulating, deafening, or pugging work, when, for instance, pumice, charcoal, or any other substitute, including cork and sawdust, is used or when working on insulating work in an average temperature of 7 degrees celsius or under, employees shall be paid not less than 67.45 cents per hour in addition to the rates prescribed.
- (b) An employee employed on work which involves the handling of charcoal, pumice, slagwool, insulwool or other loose material of a like nature used in the construction, repair or demolition of roofing, flooring, walls or partitions, for providing insulation against heat, cold or noise, shall be paid at the rate of 63.55 cents per hour.
- (c) Employees engaged at fixing insulation materials with hot bitumen shall be provided with gloves and paid 67.45 cents per hour in addition to the rates prescribed while so engaged.

- (d) Employees using hot bitumen shall be paid 63.55 cents per hour in addition to the rates prescribed.

5.8.21 Lagging steam pipes

Employees lagging steam pipes or steam vessels shall be paid 49.35 cents per hour above the general mill worker's rate whilst so engaged.

5.8.22 Operating jackhammers, etc.

Employees operating jackhammers, or manually operated pneumatic tampers or spikers shall be paid 49.35 cents per hour extra with a minimum additional payment of \$2.53 per day whilst so employed.

5.8.23 Re-bagging lime

General mill workers required to re-bag burst bags of lime shall be paid 53.65 cents per hour extra with a minimum of one hour.

All employees engaged in the hand shovelling of lime or in handling bagged lime shall be paid an extra 53.65 cents per hour above general mill worker's rates for the time so engaged, but this allowance shall not apply to employees classified as lime handlers.

5.8.24 Shot blast or sand blast

Any employee working the shot blast or sand blast shall be paid an allowance of 49.35 cents per hour for the acute time the employee is engaged in working such shot blast or sand blast in addition to the rates prescribed.

5.8.25 Slack season allowance

- (a) Employees who are employed in the following classifications by a particular mill during the immediately preceding crushing season shall be paid for ordinary work done by them for that same mill in the ensuing slack season a slack season allowance in addition to the minimum wage rate prescribed for a General Operator - Level 2:

| | \$ |
|--|-------|
| Sugar boiler, engine driver in mills - first class | 47.30 |
| Locomotive and traction drivers and drivers of motor trucks of over 15 tonnes capacity hauling sugar cane and/or raw sugar in bulk | 33.20 |
| Engine drivers in mills - second class and effert operators | 30.90 |
| Third class boiler attendants | 20.70 |

- (b) The above allowances are frozen and shall not be increased in the future.
- (c) These slack season allowances shall be paid in recognition of special skills actually used by such employees in their employment with the particular mill during the immediately preceding crushing season and who by virtue of the seasonal nature of the industry, are-employed in different callings by the same mill during the ensuing slack season and are unable to use such special skills during that slack season.
- (d) The slack season allowances prescribed by clause 5.8.25 shall be paid for all ordinary time worked during the slack season and *pro rata* if less than all ordinary hours are worked in any particular week. Such allowances shall be added to the weekly wage rate prescribed for a General Operator - Level 2 and paid for all purposes of the Award.
- (e) Clause 5.8.25 shall not apply to any employee whose ordinary rate of wages for the particular work performed during the slack season is higher than the payment specified by clause 5.8.25 for the classification covering their crushing season work, by virtue of the slack season allowances.
- (f) No employee shall have their present wages reduced by reason of clause 5.8.25.

5.8.26 Two or more classes of work

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

highest rate fixed by such Award in respect of any of such classes of work, and if employed for 4 hours or less on the class or classes of work which carry a higher rate, the employee shall be paid for such highest rate for 4 hours.

5.8.27 *Weighbridge clerks - Racecourse Mill*

Unless otherwise varied, weighbridge clerks at Racecourse Mill will be paid the Level 5 wage rate of \$456.70 per week.

5.8.28 *Wet concrete*

Employees working in wet concrete shall be provided by the employer with rubber boots.

5.8.29 *Work in rain*

When employees are required to work in rain they shall be paid for all time so worked at double rates and until such time as they finish work or are able to change into dry clothing, unless they are provided with waterproof clothing.

5.8.30 *Work in water*

Employees who are required to work in water of a depth of 76.2cm or more shall be paid 43.25 cents per hour, with a minimum of 85.75 cents, in addition to the rates prescribed by this Award.

5.8.31 The employer shall, at the request of any employee required to use tar, red oxide, red lead, creosote or paint, provide hand protective paste for the use of such employee.

5.8.32 Employees tarring portable rails shall be supplied with gloves and paid \$3.95 per day extra.

5.8.33 A tool allowance of \$10.80 per week shall be paid to tradespersons who are required to supply and use their own tools.

5.8.34 Employees who are required to work inside the following vessels or places when such vessels or places are enclosed, shall be paid 65.4 cents per hour extra whilst so engaged:

Clarifiers, mud tanks, filter drums, effluent supply tanks, lime tanks, or lime mixer barrels, drier drums, distributors and crystallisers.

5.8.35 Employees required to work inside fugals or fugal baskets for cleaning and/or maintenance purposes shall be paid 67.5 cents per hour extra whilst so engaged.

5.9 District allowances

5.9.1 *District allowances*

In addition to the minimum weekly wage rate the following district allowances shall apply:

| | Per week \$ |
|----------|----------------|
| Mackay | 0.90 |
| Northern | 1.05 |

5.10 Superannuation

5.10.1 *Application*

In addition to the rates of pay prescribed by this Award, eligible employees (as defined in clause 5.10.3(a)) shall be entitled to occupational superannuation benefits, subject to the provisions of clause 5.10.

5.10.2 *Contributions*

Every employer shall contribute on behalf of each eligible employee an amount calculated at 9% of the employee's ordinary time earnings, into an approved occupational superannuation scheme or fund, as defined in clause 5.10.4. As from 1 January 2005 no employer shall not be required to pay superannuation contributions on behalf of any eligible employee in respect of any month during which such employee's ordinary time earnings, as defined, is less than \$450.00. The employer shall not be required to pay superannuation contributions on behalf of any eligible employee during any unpaid absences except in the case of absence on WorkCover when the employer shall pay contributions to the level of 3% for an eligible employee whenever the employee is receiving by way of WorkCover payment an amount of money no less than the certified agreement rate of pay.

The employer shall not be required to make any further contributions for any period beyond the end of the working day upon which the contract of employment ceases to exist.

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

5.10.3 Definitions

- (a) "Eligible employee" means any employee engaged under this Award who has been employed by the employer during 5 consecutive weeks and who has worked a minimum of 50 hours during that period or any apprentice employed under the coverage of clause 1.6 of this Award under the terms of the *Vocational Education, Training and Employment Act 2000* or any replacement for that Act. Probationary apprentices engaged by participating employers shall not be regarded as eligible employees. However, upon execution of the deed of indenture, the employer shall make the appropriate payment retrospective to the date of indenture. On completion of the above qualifying period, superannuation contributions shall be made in accordance with clause 5.10.2 retrospectively to the commencement of that period.

All new employees shall complete 2 weeks service with the employer before they are eligible to join the fund whereupon the employer will make the appropriate payment retrospective to the date of commencement of employment.

An eligible employee who is terminated and subsequently re-engaged shall immediately receive superannuation contributions for all time worked in any subsequent engagement.

- (b) "Ordinary time earnings" means the actual ordinary rate of pay (certified agreement rate) the employee receives for the employee's ordinary hours of work including leading hand/gangers allowances, relevant all purpose allowances, relevant slack season allowances, afternoon and night shift allowances, weekend penalty rates paid for ordinary time shifts, and all forms of leave paid for by the employer, but not including allowances or disability payments that are not all purpose payments, overtime payments, annual leave loading and termination payments.

5.10.4 An "Approved" occupational superannuation scheme or fund shall be:

- (a) Sugar Manufacturers of Australia Retirement Trust (SMART);
- (b) such other scheme or fund as agreed to between the relevant employer and Union/s with representational rights for employees covered by this Award and recorded in an approved industrial agreement; or
- (c) in relation to any particular employer, any other scheme or fund to which that employer was already making superannuation contributions on behalf of their employees as at 1 December 1987 and which was approved under the *Occupational Superannuation Standards Act 1987*;
- (d) any fund agreed between an employer and an employee who holds a Certificate issued pursuant to section 115 of the Act where membership of a Fund cited in an Award would be in conflict with the conscientious beliefs of that employee in terms of section 115. In the event of any dispute over whether any scheme or fund complies with the requirements of clause 5.10.4, the onus of proof shall be with the employer;
- (e) employees in schemes or funds covered by clause 5.10.4 shall have the right to choose to have contributions specified in clause 5.10.2, paid into a scheme or fund as defined in clause 5.10.4, as decided by a majority of employees.

5.10.5 The employer and employee may agree to have the employee's superannuation contributions made to an approved superannuation fund, other than those specified in this Award.

- (a) Any such agreement must be recorded in writing and signed by the employer and employee and kept on the employee's file.
- (b) A person must not coerce someone else to make an agreement.
- (c) Such agreement, where made, will continue until such time as the employer and employee agree otherwise, and shall be made available to relevant persons for the purposes of sections 371 and 373 (inspection of time and wage records) of the Act.
- (d) Any dispute arising out of this process will be handled in accordance with the grievance and dispute settling procedure as contained in clause 3.1.

5.10.6 Operative date

No employer shall be required to make occupational superannuation contributions for any period prior to 1 December 1987 as a result of clause 5.10.

5.10.7 Exemptions

An employer may apply to the Commission for exemption from the provisions of clause 5.10 on the basis of incapacity to pay the costs associated with its implementation, or for any other special or compelling circumstances peculiar to the business.

5.10.8 General

Seasonal employees will have their contributions preserved in accordance with the provisions of the trust deed when not engaged for a particular season.

The employer shall remit contributions on a monthly basis in accordance with the trust deed of the fund.

5.10.9 Reserved matter

Leave is reserved to the parties with respect to a claim for inclusion of the 21st shift on continuous shift work in the definition of ordinary time for the purposes of clause 5.10.

5.10.10 Not to bind CSR Limited

The terms of clause 5.10 shall not be binding upon CSR Limited or its employees.

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

6.1 Hours of work

6.1.1 *Day labour only*

- (a) The ordinary hours of work in the nominal crushing season shall be worked between the hours of 6.00 a.m. and 6.00 p.m. Monday to Friday inclusive:

Provided that the ordinary hours shall be worked continuously except for a meal break.

- (b) The spread of hours as prescribed above may be altered as to all or sections of employees provided that there is agreement between the employer and the majority of employees directly affected:

Provided that the spread of hours shall not exceed 12 hours.

- (c) Work done outside the hours of 6.00 a.m. to 6.00 p.m. shall be paid at overtime rates and will be deemed to be part of the ordinary hours of work for the purposes of clause 6.1.1.

- (d) The ordinary starting and finishing times of various groups of employees or individual employees, may be staggered, provided that there is agreement between the employer and the majority of employees directly affected.

- (e) The ordinary hours of work prescribed in clause 6.1 shall not exceed 10 hours on any day:

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

Where any arrangement of ordinary hours exceed 8 on any day, the Chief Industrial Inspector and the relevant Union or Unions shall be notified in writing within 14 days of commencement of work under such arrangement.

6.1.2 *Day work*

- (a) The ordinary hours of work in the nominal slack season (i.e. the period that is not the nominal crushing season as defined in clause 6.2.12) shall be worked between the hours of 6.00 a.m. and 6.00 p.m. Monday to Friday inclusive:

Provided that the ordinary hours shall be worked continuously except for a meal break.

- (b) The spread of hours as prescribed in clause 6.1.2 may be altered as to all or sections of employees provided that there is agreement between the employer and the majority of employees directly affected:

Provided that the spread of hours shall not exceed 12 hours:

- (c) Work done outside the hours of 6.00 a.m. to 6.00 p.m. shall be paid at overtime rates and will be deemed to be part of the ordinary hours of work for the purposes of clause 6.1.2.
- (d) The ordinary starting and finishing times of various groups of employees or individual employees may be staggered, provided that there is agreement between the employer and the majority of employees directly affected.
- (e) The ordinary hours of work prescribed shall not exceed 10 hours on any day:

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

- (f) Where any arrangement of ordinary hours exceed 8 on any day, the Chief Industrial Inspector and the relevant Union or Unions shall be notified in writing within 14 days of commencement of work under such arrangement.

6.1.3 The ordinary working hours of watchpersons (other than casual watchpersons) shall not exceed 40 per week or 8 per day to be worked on any 5 days of the week. The daily ordinary working hours shall be worked continuously:

Provided that in the nominal slack season the ordinary working hours of seasonals or employees deemed to be seasonals in clause 4.2 shall be worked on 19 days in every 4 week cycle and the ordinary working hours of employees other than seasonals or employees deemed to be seasonals shall be worked on 9 days of every 2 week cycle.

6.2 Shift work

6.2.1 "Continuous shift work" means work that is continuous for 24 hours per day for an unbroken period of at least one lunar month, or 28 days, except in the case of floods or breakdowns or shutting down for holidays.

6.2.2 Continuous shift work shall be worked on the basis of a continuous shift roster, mutually agreed upon between the employer and the secretary of the appropriate Union or as may be approved by the Commission.

6.2.3 Continuous shift work - Millaquin mill

For the purpose of refining of sugar at Millaquin, continuous shift work may be worked on the basis of a continuous shift roster, mutually agreed upon between the employer and the secretary of the appropriate Union or as may be approved by the Commission.

Employees engaged on shift work where 3 shifts per day are worked over a period of 7 days per week for a full year shall be entitled to 5 weeks of annual leave.

If prior to the expiration of a full year, an employee is no longer required to work in accordance with the provisions contained in clause 6.2.3 that employee shall have added to annual leave entitlements, additional annual leave calculated at the rate of 3.2 hours for each month so worked:

If the employment of an employee is terminated prior to the expiration of a full year of employment, such employee shall be paid, in addition to all other amounts due to them, an amount equal to 1/9th of their ordinary pay for the period of their employment as a continuous shift worker pursuant to clause 6.2.3.

6.2.4 Extra week-end payments for continuous shift work

Where continuous shift work is regularly performed, on a 3 shifts per day basis, worked over a period of 7 days per week, one and a-half times the ordinary rate shall be paid for all time worked up to 8 hours in any shift between midnight Friday and midnight Sunday. Such payments shall be in addition to any allowance payable for the working of an afternoon or night shift.

6.2.5 Afternoon and night shift allowances

- (a) In addition to the rate of pay prescribed by clause 5.4, 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 6.2.6:
 - (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.;
- (c) The percentage which is quoted shall be the amount which is payable for each shift in addition to the employees' ordinary time Award wage rate.
- (d) No employee shall as a result of clause 6.2.5 suffer any reduction to their current entitlement to shift allowance.

6.2.6 Any employee who is required to work a shift between the hours of 8.00 p.m. and 6.00 a.m. without rotation for more than 2 weeks at any one period shall be paid for all time 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 5.4.

6.2.7 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 the employee shall be paid time and a-quarter when the employee resumes night shift.

6.2.8 Employees required to work afternoon shift continuously or employees required to work afternoon and night shift, without rotation to day shift, shall be paid 15.75 cents per hour in addition to the shift allowance prescribed by clause 6.2.5.

6.2.9 All ordinary time worked by any employee on the final shift of Roster (2), i.e., between 12 midnight Friday and 8.00 a.m. Saturday in any week, shall be paid for at the rate of time and a-half. Such payments shall be in addition to any allowance payable for the working of an afternoon or night shift.

6.2.10 Where overtime crushing shifts are worked at weekends by shift workers, all shift workers so engaged shall be paid an allowance at the rate of 25% of their ordinary rates in addition to the appropriate overtime rates.

6.2.11 *Nominal slack season - Shift work*

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:

Provided that with agreement between the employer and the majority of employees directly affected, shifts of more or less than 8 hours may be worked.

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

Shift work - The ordinary working hours 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 one or other of the roster systems (1) or (2) as set out in Schedule 5 to this Award, or such other roster as mutually agreed upon between the employer and the majority of employees directly affected or as may be approved by the Commission:

Provided that mills working 2 shifts may alternate any 2 of the shifts set out in any one of the rosters abovementioned. The working of broken shifts or 6 hour shifts in mills is prohibited.

6.2.13 In mills where locomotive drivers, their assistants and weighbridge clerks are worked 2 shifts, such shifts may be worked between 6.00 a.m. and 2.00 p.m. and between 2.00 p.m. and 10.00 p.m. or such other roster as mutually agreed upon between the employer and the majority of employees directly affected.

6.2.14 For employees other than seasonals and also other than those deemed to be seasonals in clause 4.2, 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.

6.2.15 For seasonal employees and for employees deemed to be seasonals in clause 4.2 the ordinary working hours shall be worked in accordance with an agreed roster which shall provide for 19 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.

6.2.16 The agreed rosters provided for shall provide for a rostered day off on a Monday, or if agreed between the employer and employees at a particular mill, on a Friday.

6.2.17 If a rostered day off falls on a holiday as prescribed in clause 7.7, the rostered day off shall be taken on the next

ordinary working day.

- 6.2.18 For employees other than seasonals and also other than those deemed to be seasonals in clause 4.2, the ordinary working hours shall be worked in accordance with a 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 a rostered day off.
- 6.2.19 For seasonal employees and for employees deemed to be seasonals in clause 4.2, the ordinary working hours shall be worked in accordance with an agreed roster which shall provide for 19 working days or 152 ordinary working hours per 4 week cycle. One day of such 4 week cycle shall be a rostered day off.
- 6.2.20 If a rostered day off falls on a holiday as prescribed in clause 7.7, the rostered day off shall be taken on the next ordinary working day.
- 6.2.21 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 on which the first rostered day off was accrued, at a time or times agreed between the employer and the employees directly affected.

6.3 Overtime

- 6.3.1 All time worked in excess of the ordinary working hours of the ordinary working day, or before the ordinary starting time or after the ordinary ceasing time, shall be calculated and paid for as overtime.
- 6.3.2 All overtime, except as otherwise provided, shall be paid for at one and a-half times the ordinary rate for the first 3 hours on any one day, after which double time shall be paid.
- 6.3.3 If employees are called upon to work overtime commencing on Saturday or on their rostered day off they shall be paid at one and a-half times the ordinary rate for the first 3 hours and double time thereafter, with a minimum of 3 hours' work or payment therefore.
- 6.3.4 All work done on Sundays shall be paid for at the rate of double time, with a minimum of 3 hours' work or payment therefore:

Provided that this minimum shall not apply where overtime worked by shift workers is continuous with their shift work.

- 6.3.5 In callings wherein more than one shift per day is worked, overtime shall be paid for at the rate of double time.
- 6.3.6 Notwithstanding the provisions of clauses 6.3.2, 6.3.3, 6.3.4 and 6.3.5, an employee working ordinary hours on a prescribed rostered day off 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 prior to the commencement of the following crushing season at a time mutually agreed between the employer and employee.
- 6.3.7 When a day worker as provided for in clauses 6.1.1 or 6.1.2 is required to do any work during the meal break the employee shall be paid at double time for the time so worked.
- 6.3.8 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.
- 6.3.9 When a day worker as provided for in clauses 6.1.1 or 6.1.2 is required to continue working at their usual work for more than one hour after the fixed ceasing time they shall be allowed 30 minutes for a meal after the first hour worked, also 45 minutes after each further 4 hours worked, for which no deduction of pay shall be made.
- 6.3.10 When a day worker as provided for in clauses 6.1.1 or 6.1.2 is required to work overtime as provided in clause 6.3.9 for more than one hour, they shall be supplied by the employer with a reasonable meal at each meal break:

Provided that if the employer fails to provide the meals as prescribed, an allowance of \$9.60 for each meal break occurring shall be paid to the employee.

- 6.3.11 When a day worker as provided for in clauses 6.1.1 or 6.1.2 has provided themselves with customary meals because of receipt of notice of intention to work overtime, they shall be entitled to an allowance of \$9.60 for each meal so provided in the event of the work not being performed or ceasing before the respective meal times.
- 6.3.12 When a day worker as provided for in clauses 6.1.1 or 6.1.2 is required to continue working after the fixed ceasing time for the purpose of relieving a shift worker on the afternoon shift, they shall be granted a crib time of 30 minutes within one hour after their ordinary ceasing time and a further crib time of 30 minutes at the usual crib time period for the afternoon shift. No deduction shall be made from wages for the crib times so granted and the employer shall supply to the employee meals or cribs not later than at crib times during the second shift.

6.3.13 When a shift worker is required to continue working during the following shift they shall be granted a crib time of 30 minutes within one hour after their ordinary ceasing time and a further crib time of 30 minutes at the usual crib time period for the following shift. No deduction shall be made from wages for the crib times so granted and the employer shall supply to the employee meals or cribs not later than at crib times during the second shift.

6.3.14 An employee called out to work shall be granted a meal break of 30 minutes after each 4 hours of work. No deduction shall be made from the wages for the meal times so granted. If the employee is not notified of the requirement to work overtime in sufficient time to enable them to make arrangements for a meal or crib, it shall be supplied free of charge provided the second and subsequent meals shall be provided free of charge by the employer in all cases.

6.3.15 All overtime shall be calculated upon and paid for at the gross cash amount of wages.

6.3.16 When an employee, living more than 1.6km from their place of work, after having worked overtime or a shift for which the employee has not been regularly rostered, finishes work at a time when their customary means of transport is not available, and is unable to arrange reasonable alternative means of transport, the employer shall provide the employee with suitable means of transport home.

6.3.17 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 6.3.17 be released after completion of such overtime until that 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 the 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 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:

Where an employee is recalled to work overtime and works not more than 3 hours' overtime, clause 6.3.17 shall not apply.

6.3.18 *Employees recalled*

Any employee recalled to work after the ordinary ceasing time shall receive a minimum payment of 3 hours at the prevailing overtime rates:

Provided that this minimum payment shall apply only in respect of the first 2 call-outs.

6.3.19 The provisions of clause 6.3.17 shall apply in the case of shift workers who rotate from one shift to another as if 8 hours 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
- (d) where a shift is worked by arrangement between the employees themselves.

6.3.20 Where an employee has been employed for 16 hours or more continuously before the 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 at double rates for time worked during the ordinary shift and until the employee given 8 consecutive hours off duty. If time off is given, that portion of the employee's ordinary shift which falls within such 8 consecutive hours off duty shall be paid for at ordinary rates.

6.3.21 Where a shift worker is required to work 4 hours or more overtime immediately prior to the starting time of their normal shift, the employee shall be allowed 30 minutes without deduction of pay to enable the employee to partake of a meal or crib, such crib to commence not later than the end of the first hour of the employee's normal shift.

6.3.22 If the employee is not notified of the overtime shift in sufficient time to enable the employee to make arrangements for a meal or crib, it shall be supplied free of charge by the employer.

6.3.23 Where employees other than those covered by clause 6.8, are called out between 8.00 p.m. and 6.00 a.m. they shall be paid at the rate of double time for all time so worked up to the ordinary starting time, Monday to Friday, and up to 7.00 a.m. Saturday.

6.3.24 Employees who are called out to work outside their ordinary working hours shall be entitled to payment for such work from the time of leaving home to commence that work and until they return home from that work, but they must return home within a reasonable time, and payment shall be calculated accordingly:

Provided that such payment shall not be less than 3 hours at overtime rates.

6.3.25 An employee who is required to work overtime on any Saturday, Sunday or public holiday, which overtime is outside the scope of that covered by clauses 6.3.10, 6.3.13, 6.3.14, 6.3.15 and 6.3.24 shall, if required to continue to work overtime for more than 9 hours, be allowed 30 minutes for a crib after 9 hours worked.

After each further 4 hours of overtime worked, the employee shall be allowed 45 minutes for a crib.

No deduction of pay shall be made in respect of any crib break referred to herein.

6.3.26 Any employee required to work overtime on a recognised final shift of roster (2), i.e., between midnight Friday and 8.00 a.m. Saturday, in any week, shall be paid for the time so worked at the rate of double time and a-half.

6.3.27 For the purpose of clause 6.3 the ordinary rate shall be the weekly rate divided by 38.

6.4 Change of hours

6.4.1 Notwithstanding anything contained in clauses 5.3, 6.1, or 6.3 where, because of wet weather interfering with cane supply or restricting cane transport or crushing operations, there is no work or insufficient work on which an employee working afternoon or night shift can in the opinion of the employer be gainfully employed on that employee's rostered shift, the employer may be giving not less than 8 hours' notice to such employee transfer that employee to day shift or day work and may by giving not less than 8 hours' notice transfer such employee back to the employee's ordinary rostered shift.

6.4.2 Where such afternoon or night shift employee does not receive at least 8 hours' notice of the change from afternoon or night shift to day shift or day work or *vice versa* and an 8 hour break, the employee shall be paid at overtime rates for the first 8 hours worked after such change.

6.5 Crib in mills

6.5.1 Employees shall be allowed 30 minutes in each rostered shift for meal times (crib) which shall be taken after the completion of 2 hours and prior to the start of the 6th hour after the commencement of the employees' ordinary hours of work.

6.5.2 The meal times shall be taken at such time so as not to interfere with the continuity of work.

6.5.3 Meal times for shift workers shall be taken without deduction of pay.

6.5.4 Where a shift worker is not relieved for crib and is unable to have a break of 30 minutes for crib within a period of 40 minutes from the time of commencing crib, the employee shall be entitled to an additional 30 minutes' pay at ordinary rates.

No payment at present being made to any employee shall be reduced by reason of clause 6.5.

6.5.5 Where employees are required to take their crib at their place of work, suitable places for such employees to take their crib together with tables and seating shall be provided by the employer.

6.6 Signal lamps

The employer shall provide loco assistants when working afternoon and night shifts with regulation railway hand signal lamps.

6.7 Maintenance of tramways

All employees engaged in or in connection with tram maintenance shall be allowed to travel to and from work in the employer's time. When called out, between the hours of 8.00 p.m. and 6.00 a.m. to work outside their ordinary working hours for the purpose of clearing and repairing tramways after cane train accidents, they shall be paid for all time so worked at the rate of double time with a minimum of 3 hours.

6.8 Meal breaks

6.8.1 Employees shall be entitled to a meal break of a minimum of 30 minutes and a maximum of 60 minutes to be taken after the end of the fourth hour and prior to the start of the 6th hour from the commencement of the employee's ordinary hours.

6.8.2 Where agreed between the employer and the majority of employees directly affected meal times may be altered or staggered.

6.9 Rest pauses

- 6.9.1 Every employee covered by this Award shall be entitled to a rest pause of 10 minutes' duration in the employer's time in the first and second half of the working day. Such rest pauses shall be taken at such times as will not interfere with the continuity of work where continuity is necessary.
- 6.9.2 While rest pauses shall not be eliminated, by mutual agreement between the employer and the majority of employees concerned, rest pauses may be taken in such a manner which results in both rest pauses being combined and ratified by the appropriate Union official.

6.10 Rest periods

The present practice regarding rest periods shall continue.

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 their employment be entitled to annual leave on full pay as follows:
- (a) not less than 4 weeks and 2 days if employed on shift work by a mill where 3 shifts per day are worked over a period of 7 days per week during crushing operations; and
 - (b) not less than 4 weeks in any other case.
- 7.1.2 Such annual leave shall be exclusive of any public holiday which may occur during the period of that annual leave and subject to clause 7.1.9 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 them, their pay, calculated in accordance with clause 7.1.9, for 4 weeks and also their ordinary pay for any public holiday occurring during such period of 4 weeks.
- 7.1.4 For the purposes of the preceding paragraphs payment for annual leave to a mill worker shall be made at a rate not less than the average weekly earnings exclusive of overtime and allowances of such employees for the period of 12 months immediately preceding the commencement of such leave.
- 7.1.5 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 them, an amount equal to 1/12th of the employee's pay for the period of employment, calculated in accordance with clause 7.1.9.
- 7.1.6 If a mill worker's employment is terminated before the expiration of a full year of employment but after they have been in employment for not less than 48 weeks they shall be deemed to have completed a full year of employment for the purposes of clause 7.1.
- 7.1.7 Such leave shall be paid for at a rate not less than the average weekly earnings exclusive of overtime and allowances of such employees for the period of 12 months immediately preceding the commencement of such holiday.
- 7.1.8 Reasonable notice of the commencement of annual leave shall be given to the employee.
- 7.1.9 *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 7.1.9(c) the rate of wage to be paid to a shift worker shall be the rate payable for work in ordinary time according to the employee's roster or projected roster, including Saturday, Sunday or holiday shifts.

- (b) Leading hands, etc. - Subject to clause 7.1.9(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 7.1.9(d), in no case shall the payment by an employer to an employee be less than the sum of the following amounts:
 - (i) the employee's ordinary wage rate as prescribed by the Award for the period of the annual leave (excluding shift premiums and week-end penalty rates);
 - (ii) leading hand allowance or amounts of a like nature;
 - (iii) a further amount calculated at the rate of 17.5% of the amounts referred to in clauses 7.1.9(c)(i) and 7.1.9(c)(ii).
- (d) Clause 7.1.9 (c) shall not apply to the following:
 - (i) any period or periods of annual leave exceeding:
 - 5 weeks in the case of employees employed in a calling where 3 shifts per day are worked over a period of 7 days per week;
 - 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;
 - (iii) in the case of employees covered by Schedule 4 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 Calculation of leave

7.2.1 Part 7 of this Award prescribes entitlements to sick leave, annual leave and long service leave. For the purposes of an average 38 hour ordinary working week:

- (a) Sick leave, annual leave and long service leave shall be exclusive of any rostered days off occurring therein.

7.2.2 Unless otherwise mutually agreed between the employer and the employee, entitlements to annual leave and long service leave shall be taken in whole 8 hour days.

7.2.3 Method of payment

Except in the case of termination payments, employees shall be paid for accrued or accumulated leave entitlements at the ordinary rate applicable as if they had worked during that period instead of taking paid leave. In the case of termination payments (except for *pro rata* annual leave) employees shall be paid for all hourly accruals or accumulations of annual leave and long service leave at the weekly rate divided by 38.

7.2.4 Annual leave loading

Nothing in clause 7.2 alters the calculation of or payment for the annual leave loading as prescribed in clause 7.1.

7.3 Sick leave

7.3.1 Entitlement

- (a) Every employee, except casuals, pieceworkers, and school-based apprentices and trainees, is entitled to 60.8 hours' sick leave for each completed year of their employment with their employer.
- (b) This entitlement will accrue at the rate of 7.6 hours' sick leave after each 6 weeks of employment.
- (c) Payment for sick leave will be made based on the ordinary number of hours that would have been worked by the employee if 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 13 weeks' absence from work through illness in any one year.

- (f) Part-time employees accrue sick leave on a proportional basis.

7.3.2 *Employee must give notice*

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

7.3.3 *Evidence supporting a claim*

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

7.3.4 *Accumulated sick leave*

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

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

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

7.3.5 *Workers' compensation*

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

7.4 Bereavement leave

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

7.4.2 *Long-term casual employees*

- (a) A long-term casual employee is entitled to at least 2 days unpaid bereavement leave on the death of a member of the person's immediate family or household in Australia.
- (b) A "long-term casual employee" is a casual employee engaged by a particular employer, on a regular and systematic basis, for several periods of employment during a period of at least 1 year immediately before the employee seeks to access an entitlement under clause 7.4.2.

7.4.3 "Immediate family" includes:

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

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

7.4.5 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.

7.5 Long service leave

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

7.6 Family leave

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

7.6.1 It is to be noted that:

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

7.6.2 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.

7.7 Public holidays

7.7.1 An employee who would ordinarily be required to work on a day on which a public holiday falls is entitled to full pay for the time the employee would ordinarily have been required to perform work on that day.

7.7.2 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.

7.7.3 *Employees who do not work Monday to Friday of each week*

Employees who do not ordinarily work Monday to Friday of each week are entitled to public holidays as follows:

- (a) a full-time employee is entitled to either payment for each public holiday or a substituted day's leave;
- (b) a part-time employee is entitled to either payment for each public holiday or a substituted day's leave provided that the part-time employee would have been ordinarily rostered to work on that day had it not been a public holiday;
- (c) where a public holiday would have fallen on a Saturday or a Sunday but is substituted for another day all employees who would ordinarily have worked on such Saturday or Sunday but who are not rostered to work on such day are entitled to payment for the public holiday or a substituted day's leave;
- (d) where Christmas day falls on a Saturday or a Sunday and the public holiday is observed on another day an employee required to work on Christmas day (i.e. 25 December) is to be paid at the rate of double time;
- (e) nothing in clause 7.7 confers a right to any employee to payment for a public holiday as well as a substituted day in lieu.

7.7.4 *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 Labour Day, such employee shall be paid a full day's wage for that day and in addition a payment for the time actually worked by him at one and a-half times the ordinary rate prescribed for such work with a minimum of 4 hours.

7.7.5 Annual show

- (a) All work done by employees in a district specified from time to time by the Minister by notification published in the *Gazette* on the day appointed under the *Holidays Act 1983*, to be kept as a holiday in relation to the annual agricultural, horticultural or industrial show held at the principal city or town, as specified in such notification, of such district shall be paid for at the rate of double time and a-half with a minimum of 4 hours.
- (b) Employees of the Tully Co-Operative Sugar Milling Association Limited working in the El Arish area shall observe as their show day holiday the day gazetted for the Innisfail Show.
- (c) In a district in which a holiday is not appointed for an annual agricultural, horticultural or industrial show, the employee and employer must agree on an ordinary working day that is to be treated as a show holiday for all purposes.

7.7.6 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.

7.7.7 Double time and a-half

For the purpose of clause 7.7, where the rate of wages is a weekly rate "double time and a-half" shall mean one and a-half day's wages in addition to the prescribed weekly rate or *pro rata* if there is more or less than one day.

7.7.8 Stand down

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

7.7.9 Employees engaged on a continuous crushing roster 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.

7.8 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

8.1 Accommodation

8.1.1 Where employees are engaged chipping, cleaning rubbish and in general maintenance on tramlines, suitable accommodation or a suitable tarpaulin or tent fly shall be supplied and erected by the employer to enable the employees to shelter from rain, or to eat their mid-day meal or smoko.

8.1.2 All vehicles, including tramline transport, 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 9 - TRAINING AND RELATED MATTERS

9.1 Training

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

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

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

10.1 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.

10.2 Hot water

Employers shall provide their employees with hot water showers at all mills.

10.3 First aid

10.3.1 First aid kits in suitable and secure cases shall be provided in central positions in the mills and to tramline construction and maintenance employees working away from the mills so as to be at all times readily available for the use of employees.

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

10.3.3 In the case of mills, a person shall be delegated by the employer to ensure that the first aid kits supplied by the employer are sufficiently stocked.

10.4 Sanitary arrangements

10.4.1 The employer shall provide for the use of employees engaged on the construction of new tramlines sanitary accommodation at the construction site.

10.4.2 On tramline work other than construction, it shall be the responsibility of the employer where reasonably possible to make satisfactory arrangements that employees have available to them sanitary arrangements that are both private and decent in the circumstances.

10.4.3 Sanitary accommodation shall be so constructed as to provide sufficient covering to ensure decency and shade.

10.4.4 The employer shall also provide sufficient and proper material to keep the sanitary appliances innocuous.

10.5 Cold water

Refrigerated water coolers shall be provided in the mill by the employer, to enable cool water to be available to employees.

10.6 Locomotive conditions

10.6.1 A water bag or other appropriate drinking water container shall be supplied to locomotive drivers by the employer free of charge.

10.6.2 No employee under the age of 18 years shall be allowed on a locomotive.

PART 11 - AWARD COMPLIANCE AND UNION RELATED MATTERS

Preamble

Clauses 11.1 and 11.2 replicate legislative provisions contained within the Act. In order to ensure the currency of existing legal requirements parties are advised to refer to sections 366, 372 and 373 of the Act as amended from time to time.

11.1 Right of entry

11.1.1 Authorised industrial officer

- (a) An "authorised industrial officer" is any Union official holding a current authority issued by the Industrial Registrar.
- (b) Right of entry is limited to workplaces where the work performed falls within the registered coverage of the Union.

11.1.2 Entry procedure

- (a) The authorised industrial officer is entitled to enter the workplace during normal business hours as long as:
 - (i) the authorised industrial officer alerts the employer or other person in charge of the workplace to their presence; and
 - (ii) shows their authorisation upon request.
- (b) Clause 11.1.2(a)(i) does not apply if the authorised industrial officer establishes that the employer or other person in charge is absent.
- (c) A person must not obstruct or hinder any authorised industrial officer exercising their right of entry.
- (d) If the authorised industrial officer intentionally disregards a condition of clause 11.1.2 the authorised industrial officer may be treated as a trespasser.

11.1.3 Inspection of records

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

11.1.4 Discussions with employees

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

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

11.1.5 *Conduct*

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

11.2 Time and wages record

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

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

11.2.2 The time and wages record must also contain:

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

11.2.3 The employer must keep the record for 6 years.

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

11.3 Posting of Award

A true copy of this Award shall be exhibited in a conspicuous and convenient place on the premises of the employer so as to be easily read by employees.

11.4 Trade union training leave

11.4.1 A Union delegate or duly elected or appointed Union representative shall, upon written application by the Union to the employer, such application being endorsed by the Union and given to the employer at least 14 days in advance (or such lesser period as mutually agreed between the Union and employer/s), be granted up to 3 working days' leave (non-cumulative) on ordinary pay each calendar year to attend courses or seminars conducted by the Union or specific training courses approved and accredited by the Union. The scope, content

and level of such courses or seminars shall be such as to contribute to a better understanding of industrial relations within the employer's operations.

11.4.2 Other courses mutually agreed between the Union and an employer, or employers, may be included under clause 11.4.1.

11.4.3 Any written application by the Union seeking release of a delegate or representative to attend a course shall include details of the type and content of the course to be attended as well as the dates upon which the course is proposed to be conducted.

11.4.4 For the purposes of clause 11.4 "ordinary pay" means the ordinary weekly rate paid to the employee exclusive of any allowances or penalty rates for travelling time, fares, shift work or overtime.

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

- (a) the employee must have at least 6 months' continuous service with the employer prior to such leave being granted and be an elected Union delegate/representative;
- (b) unless otherwise agreed the maximum number of days of trade union training leave which an employer shall be required to grant each year in each mill will be 3 days for each Union;
- (c) the granting of such leave shall be subject to the convenience of the employer so that the operations of the enterprise will not be adversely affected;
- (d) the employer shall advise the Union within 7 days whether the application for trade union training leave has been agreed or otherwise. If the request is not agreed to, the employer shall state the reasons for such rejection;
- (e) if the Union does not accept the reasons for rejection provided by the employer, any dispute will be resolved in accordance with the grievance and dispute settling procedure at clause 3.1 of this Award;
- (f) 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 by the employer to cover the absence of the employee. In the spirit of this arrangement it is understood that employees will co-operate to minimise additional costs;
- (g) leave granted to attend such training courses will not incur any additional payment or alternate time off if such course coincides with an employee's rostered day off;
- (h) such paid leave will not affect other leave granted to employees under this Award; and
- (i) on completion of the course the employee shall, upon request, provide to the employer proof of their attendance at the course. Except in the case of sick leave or other authorised leave, non-attendance at a training course will result in the employee not being paid for such time.

SCHEDULE 1 - PRODUCTION DEFINITIONS AND WAGES

1.1 General Operator Level 2

Upon appointment to this level an employee will have successfully completed structured training and demonstrate competency in 5 typical tasks as specified for the nominated function defined in 1.1.2, or has equivalent experience to perform work within the scope of this level.

1.1.1 *An employee at this level is required to*

- (a) Work under supervision.
- (b) Exercise decision making/responsibility within their level of skill and training.
- (c) Demonstrate awareness of general quality control standards in particular responsibility for their own work and advise of quality control problems where identified.
- (d) Assist with on-the-job training.
- (e) Service and adjust equipment according to their level of skill and training and advise of any additional maintenance required.
- (f) Demonstrate general housekeeping skills.

- (g) Demonstrate ability to use common language skills to engage in communication and to read and understand written and oral instructions plus prepare records that convey information accurately and concisely.

1.1.2 *Typical tasks include*

- General cleaning
- Oiling and lubricating
- Labouring
- Assisting other graded employees
- Minor clerical duties
- Assisting laboratory staff
- Security duties
- Coupling/uncoupling bins
- Assisting loco driver
- Gardening duties
- General plant painting
- Operating/attending power operated equipment/machinery not requiring a licence
- Loading/unloading/Vehicles/bins
- Operating electronic communications equipment not requiring a licence
- Operating Vehicles
- Know and apply disinfectants/cleaning materials
- Basic metal cutting

1.1.3 *Qualifications*

- (a) Category "A" Drivers Licence
- (b) Hand held tools - in-house training

1.1.4 *Indicative existing classifications*

- General mill worker
- Bagasse loftperson
- Bagasse reclaimer operator
- Carrier hand
- Greaser
- Locomotive drivers assistant
- Tram construction and maintenance worker
- Watchperson
- Bulk sugar loader
- Malcolm Moore driver's assistant
- Form setter's assistant

PRODUCTION, TRANSPORT AND SERVICES OPERATOR - LEVEL 3

1.2 General Operator Level 3

An employee appointed to this level shall perform work above and beyond the skills at Level 2, and shall have obtained proficiency and where required certification or qualification necessary to perform work at this level.

1.2.1 *An employee at this level is required to*

- (a) Work under supervision.
- (b) Exercise decision making/responsibility within their level of skill and training.
- (c) Demonstrate awareness of general quality control standards, in particular responsibility for their own work and advise of quality control problems where identified.
- (d) Provide on-the-job training as required.
- (e) Service and adjust equipment according to their level of skill and training, and advise of any additional maintenance required.
- (f) Demonstrate general housekeeping skills.

- (g) Demonstrate ability to use common language skills to engage in communication and to read and understand written and oral communications plus prepare records that convey information accurately and concisely.

1.2.2 *Typical Tasks Include*

- (a) Process
 - Assisting a sugar boiler
 - Training in steam plant operation
 - Operating diffuser
 - Operating low grade fugal
 - Operating mud filter
 - Supervising and monitoring full and empty yard system and unloading of cane
- (b) Transport
 - Driving trucks other than articulated Vehicle
 - Assisting locomotive driver and required to operate locomotive for up to 50% of ordinary hours
 - Assisting operator of Plasser KMX Tamper
 - Operating tractors
- (c) Services
 - Dogperson duties
 - Operating explosive power tools
 - Issuing and receiving stores and recording data
 - Operate data entry function
 - Performing oxy cutting
 - Scaffolding duties
 - Assisting bridge carpenter

1.2.3 *Qualifications*

- (a) Completion of an approved course in fugals, filters and diffuser operations
- (b) Drivers licence A, C or G
- (c) Machinery Operator Certificate - Internal Combustion - Class 6
- (d) Certificate of Competency - Dogman
- (e) Oxy Cutting - In house Training
- (f) Certificate of Competency - Scaffolding - (Class 1)
- (g) 2nd Class Bridge Carpenter Modules 1 & 2 (Q.G.R.)

1.2.4 *Indicative existing classifications*

- Sugar boiler's assistant
- Fireperson in mills
- Fugalpersons - low grade
- Diffuser attendant
- Truck driver other than articulated
- Dogperson and slingers
- Storekeeper
- Driver of tractors hauling full and empty cane trucks to and from the carrier
- Driver of tractors not otherwise specified herein
- Plasser KMX assistant
- Slinger to O.H. cranes
- Assistant bridge carpenter

PRODUCTION, TRANSPORT AND SERVICES OPERATOR - LEVEL 4

1.3 General Operator Level 4

An employee appointed to this level shall perform work above and beyond the skills at Level 3, and shall have obtained

proficiency and where required certification or qualification necessary to perform work at this level.

1.3.1 *An employee at this level is required to*

- (a) Work under supervision and may supervise other employees.
- (b) Exercise decision making/responsibility within their level of skill and training.
- (c) Demonstrate awareness of general quality control standards, in particular responsibility for their own work, advise of quality control problems where identified and in addition may carry out quality control checks on work performed by other employees.
- (d) Provide on-the-job training as required.
- (e) Service, adjust and install equipment according to their level of skill and training and advise of any additional maintenance required.
- (f) Demonstrate general housekeeping skills.
- (g) Demonstrate ability to use common language skills to engage in communication and to read and understand written and oral instructions plus prepare records that convey information accurately and concisely and able to effectively communicate instructions to other employees and may be required to interpret technical data and prepare written reports.

1.3.2 *Typical tasks include*

- (a) Process
 - Assisting sugar boiler and undertakes sugar boiling functions and as required relieve the effect operator or sugar boiler
 - Assisting a level 5 operation (Turbines) and who is required to relieve an Operator (Turbine) Level 5 for up to 50% of ordinary time
 - Operating effects
 - Operating turbine less than 1 M.W
 - Undertaking routine laboratory analysis
 - Operating high grade fugals
- (b) Transport
 - Driving articulated vehicles
 - Operating weighbridge, tippler and cane yards
 - Operating a cane ferry
 - Operating tamping machine, simplex and malcolm moore
- (c) Services
 - Performing rigging duties
 - Performing dogperson and scaffolding duties
 - Operating mobile cranes non-slewing
 - Purchasing stock, checking goods received and supervising store work
 - Supervising a work group
 - Operating toft loader, front end loader, backhoe and forklift

1.3.3 *Qualifications*

- (a) Completion of an approved course - Effect operation
- (b) Completion of less than 1 M.W. Turbine Training Course (In-house)
- (c) Machinery Operator Certificate of Competency - 2B
- (d) Certificate of Cane Testing - CN760
- (e) Completion of approved course - Fugals high grade
- (f) E Class Drivers Licence
- (g) Marine Board of Queensland Certificate of Competency Restricted Class 5. Restricted radio telephone

Certificate

- (h) Machinery Operator Certificate - Internal Combustion - Class 6
- (i) Certificate of Competency - Rigger (Class 1)
- (j) Certificate of Competency
- (k) Dogperson
- (l) Scaffolding (Class 1)
- (m) Plant Operator certificate or Competency as specified
- (n) Mobile Crane Operator's Certificate - Class 3B

1.3.4 *Indicative existing classifications*

- Effet operator
- Articulated vehicle driver
- Ferry operator
- High grade fugal operator
- Malcolm Moore operator
- Mobile cranes
- Operators of other tamping machines
- Simplex operator
- Splicers to gear riggers and or licensed scaffolder
- Head storeperson
- Sugar mill chemist
- Weighbridge clerk
- Forklift operators
- Backhoe operators
- Bulldozer operator up to and including D4 capacity
- Front end loader/mobile shovel operators
- Toft loader operator
- Engine drivers in mills

PRODUCTION, TRANSPORT AND SERVICES OPERATOR - LEVEL 5

1.4 General Operator Level 5

An employee appointed to this level shall perform work above and beyond the skills at Level 4, and shall have obtained proficiency and where required certification or qualification necessary to perform work at this level.

1.4.1 *An employee at this level is required to*

- (a) Work under supervision and may supervise other employees.
- (b) Exercise discretion and decision making/responsibility within their level of skill and training.
- (c) Demonstrate knowledge of quality control standards and procedures and is responsible for the quality of their own work and may carry out quality checks on other employees.
- (d) Provide on-the-job training.
- (e) Service, adjust and install equipment according to their level of skill and training and advise of any additional maintenance required.
- (f) Demonstrate general housekeeping skills.
- (g) Demonstrate ability to use common language skills to engage in communication and to read and understand written and oral instructions plus prepare records that convey information accurately and concisely and able to effectively communicate instructions to their employees and may be required to interpret technical data and prepare written reports.

1.4.2 *Typical tasks include*

- (a) Process

- Operating a combined high and low grade fugal station
- Performing general laboratory analysis to the level of advanced certificate in laboratory techniques
- Assisting a Level 6 console operator and who is required to relieve a console operator Level 6 for up to 50% of ordinary time
- Assisting a Level 6 watertender and who is required to relieve a watertender Level 6 for up to 50% of -ordinary time
- Prepare cane pay data
- Operating a combined effeet/filter/clarifier station
- Operating turbines not exceeding 20 M.W

(b) Transport

- Operating locomotives - single, double header
- Operating of Plasser KMX Tamper - Non Computerised
- Operating a cane receival system combining weighbridge, tippler, marshalling yards, extraneous matter and associated computer operations
- Monitoring cane transport system

(c) Services

- Operating gantry crane (where licence is required)
- Operating mobile slewing, hydraulic boom, not exceeding 20 Tonnes
- Performing the duties of dogperson, rigger, scaffolder and/or mobile Crane
- Supervising all store and purchasing operations

1.4.3 *Qualifications*

- (a) Completion of an approved course in combined high and low grade fugal operations
- (b) Advance Certificate in Laboratory Techniques (Sugar) CN761
- (c) Machinery Operator's Certificate - Class 2B
- (d) Machinery Operator's Certificate - Class 1A
- (e) Completion of an approved course in combined Effet/Filters/Clarifier operation
- (f) Machinery Operator's Certificate - Internal Combustion (Class 6)
- (g) Completion of an approved course for Unit Clerks
- (h) Crane Operator's Certificate - 2 - B - 1
- (i) Mobile Crane Operator's Certificate - Class - 3 - C - 1
- (j) Certificate of Competency
 - Rigger (Class 1)
 - Dogperson
 - Scaffolder (Class 1)

1.4.4 *Indicative existing classifications*

- Loco driver - single/double header
- Fugal person (high and low) operator
- Chemist
- Plasser KMX 12 operator
- Mobile crane operator
- O/Head cabin crane operator
- Combined effeet operator
- Engine drivers in mills

PRODUCTION, TRANSPORT AND SERVICES OPERATOR - LEVEL 6

1.5 General Operator Level 6

An employee appointed to this level shall perform work above and beyond the skills at Level 5, and shall have obtained

proficiency and where required certification or qualification necessary to perform work at this level.

1.5.1 *An employee at this level is required to*

- (a) Work under supervision and may supervise other employees.
- (b) Exercise discretion and decision making/responsibility within their level of skill and training.
- (c) Demonstrate knowledge of quality control standards and procedures and is responsible for the quality of their own work and may carry out quality checks on other employees.
- (d) Provide on-the-job training and may assist in assessing employees undertaking a structured training programme.
- (e) Service, adjust and install equipment according to their level of skill and training and advise of any additional maintenance required.
- (f) Demonstrate general housekeeping skills.
- (g) The ability to use common language skills to engage in communication and to read and understand written and oral instructions, prepare records that convey information accurately, able to effectively communicate instructions to other employees and interpret technical data/drawings and may be required to prepare written reports/sketches.

1.5.2 *Typical tasks include*

- (a) Process
 - Performing advanced laboratory analysis to level of Associate Diploma in Applied Science (Sugar)
 - Sugar boiling
 - Operating boilers greater than 30 M.W
 - Operating boilers less than 30 M.W. and powerhouse turbines
 - Operating milling train and power house console
 - Assisting Level 7 watertender and who is required to relieve a watertender (Grade 7) for up to 50% of ordinary time
- (b) Transport
 - Operating slave locomotive
 - Operating Plasser KMX-12 Tamper - computerised
 - Controls cane transport system
 - Supervising cane receival station and Level 5 cane receival operator
- (c) Services
 - Performing bridge carpentry trade work
 - Oversees groups of cane railway construction and maintenance gangs
 - Operating mobile slewing, hydraulic boom, Not Exceeding 80 Tonnes

1.5.3 *Qualifications*

- (a) Associate Diploma in Applied Science (Sugar Technology) - CN 758
- (b) Completion of an approved course in Sugar Boiling
- (c) Machinery Operator's Certificate - Class 1A
- (d) Machinery Operator's Certificate - Class 1B
- (e) Machinery operator's certificate - Class 2B
- (f) Machinery operator's certificate - Internal combustion (Class 6)
- (g) 1st Class Bridge Carpenter modules 1 and 2 or Trade certificate
- (h) Mobile crane operator's certificate - Class 3 - C - 2 or 3 - C - 3

1.5.4 *Indicative existing classifications*

- Engine driver in mills, First class
- Watertender in charge of boiler stations
- Sugar boiler
- Chemist
- Loco driver - Slave
- Plassser KMX-12 operator
- Traffic officer
- Bridge carpenter
- Mobile crane operator

PRODUCTION, TRANSPORT AND SERVICES OPERATOR - LEVEL 7

1.6 General Operator Level 7

An employee appointed to this level shall perform work above and beyond the skills at Level 6, and shall have obtained proficiency and where required certification or qualification necessary to perform work at this level.

1.6.1 *An employee at this level is required to*

- (a) Work under supervision and may supervise other employees.
- (b) Exercise discretion and decision making/responsibility within their level of skill and training.
- (c) Demonstrate knowledge of quality control standards and procedures and is responsible for the quality of their own work and may carry out quality checks on other employees.
- (d) Provide on-the-job training and may assist in assessing employees undertaking a structured training programme.
- (e) Service, adjust and install equipment according to their level of skill and training and advise of any additional maintenance required.
- (f) Demonstrate general housekeeping skills.
- (g) Demonstrate ability to use common language skills to engage in communication and to read and understand written and oral instructions, prepare records that convey information accurately, able to communicate instructions to other employees, interpret technical data and prepare written reports.

1.6.2 *Typical tasks include*

- (a) Process
 - Operates both boiler station and steam turbine station
 - Supervising pan station and Level 6 sugar boiler
 - Assisting Level 8 watertender who is required to relieve a watertender Level 8 for up to 50% of ordinary time
 - Operates boilers with steam generating capacity of 1 million pounds per hour (454,545 kg/hr) or over
- (b) Transport
 - Controlling all cane transport and scheduling operations
 - Overall supervision of total cane railway maintenance section
- (c) Services
 - Performing duties of workplace health and safety officer
 - Supervising bridge construction and maintenance employees

1.6.3 *Qualifications*

- (a) Machinery Operator's Certificate - Class 1A and 2B
- (b) Associate Diploma of Applied Science (Occupational Health and Safety) - CNJ17
- (c) 1st Class Bridge Carpenter Modules one and 2 or Trade Certificate including Concrete Bridge Module

1.6.4 *Indicative existing classifications*

- Traffic officer
- Foreman bridge carpenter
- Water tender in charge of station and milling train or power station
- Water tender in charge of boiler station with steam generating capacity of 1 million pounds per hour (454,545 kg/hr) or over

PRODUCTION, TRANSPORT AND SERVICES OPERATOR - LEVEL 8

1.7 General Operator Level 8

An employee appointed to this level shall perform work above and beyond the skills at Level 7, and shall have obtained proficiency and where required certification or qualification necessary to perform work at this level.

1.7.1 *An employee at this level is required to*

- (a) Work under supervision and may supervise other employees.
- (b) Exercise broad discretion and decision making/responsibility within their level of skill and training.
- (c) Demonstrate knowledge of quality control standards and procedures and be responsible for the quality of their own work and may carry out quality checks on other employees.
- (d) Provide on-the-job training and may assist in assessing employees undertaking a structured training programme.
- (e) Service, adjust and install equipment according to their level of skill and training and advise of any additional maintenance required.
- (f) Demonstrate general housekeeping skills.
- (g) Demonstrate ability to use common language skills to engage in communication and to read and understand written and oral instructions, prepare records that convey information accurately, able to communicate instructions to other employees, interpret technical data and prepare written reports.

1.7.2 *Typical tasks include*

- (a) Process
 - Supervising process operations on shift
 - Operating all steam plant operations i.e. milling train, power house and boiler station
- (b) Transport
 - Nil
- (c) Services
 - Nil

1.7.3 *Qualifications*

- (a) Machinery Operator's Certificate Class 1A and 2B
- (b) Approved course in Process Supervision

1.7.4 *Indicative Existing Classifications*

- Operator in charge of milling train, power house and boiler station

PRODUCTION, TRANSPORT AND SERVICES OPERATOR - LEVEL 9

1.8 General Operator Level 9

An employee appointed to this level shall perform work above and beyond the skills at Level 8, and shall have obtained proficiency and where required certification or qualification necessary to perform work at this level.

1.8.1 *An employee at this level is required to*

- (a) Work under supervision and may supervise other employees.
- (b) Exercise broad discretion and decision making/responsibility within their level of skill and training.
- (c) Participate in the development and implementation of quality control standards and procedures and be responsible for the quality of their own work and carries out quality control checks on all work stations.
- (d) Provide on-the-job training and may assist in assessing employees undertaking a structured training programme.
- (e) Service, adjust and install equipment according to their level of skill and training and advise of any additional maintenance required.
- (f) Demonstrate general housekeeping skills.
- (g) Demonstrate ability to use common language skills to engage in communication and to read and understand written and oral instructions, prepared records that convey information accurately able to communicate instructions to other employees. Interpret technical data and prepare written reports and have a high level of written and oral communication commensurate with this position.

1.8.2 *Typical tasks include*

- (a) Process, Transport and Services
 - Supervising the total factory operation on shift.

SCHEDULE 2 - ENGINEERING CLASSIFICATION, DEFINITIONS AND WAGES

2.1 Engineering classification structure and wage rates

2.1.1 *Engineering Tradesperson - Level I (100%)*

(Classification Level - 1)

- (a) An engineering tradesperson Level I is an employee who holds a Trade Certificate or Tradespersons Rights Certificate as a:
 - (i) Engineering tradesperson (electrical/electronic) Level I; or
 - (ii) Engineering tradesperson (mechanical) Level I; or
 - (iii) Engineering tradesperson (fabrication) Level I;and is able to exercise the skills and knowledge of the trade.
- (b) As a guide, such an employee:
 - (i) understands and applies quality control techniques;
 - (ii) exercises and interpersonal and communication skills;
 - (iii) exercises discretion within the scope of this level;
 - (iv) performs work under limited supervision either individually or in a team environment;
 - (v) operates all lifting equipment incidental to their work;
 - (vi) assists in the provision of on the job training;
 - (vii) performs work which, while primarily involving the core skills of the employee, is incidental or peripheral to the primary task and facilitates the completion of the whole task. Such incidental or peripheral work would not require additional formal technical training;
 - (viii) is able to inspect products and/or materials for conformity with established operational standards;

- (ix) perform non-trade tasks incidental to their work; and
- (x) exercise keyboard skills appropriate for this level.

2.1.2 *Engineering Tradesperson Level 2 - Engineering Technical Level I (105%)*

(Classification Level - 2)

(a) An engineering tradesperson Level 2 is a:

- (i) Engineering tradesperson (electrical/electronic) Level II; or
- (ii) Engineering tradesperson (mechanical) Level II; or
- (iii) Engineering tradesperson (fabrication) Level II;

who has completed the following training requirements:

- 3 appropriate modules of structured training in addition to the training requirements of Level I; or
- 3 appropriate modules towards an agreed Advanced Certificate; or
- 3 appropriate modules towards an agreed Associate Diploma.

(b) As a guide, such an employee:

- (i) exercises the skills attained through satisfactory completion of the training prescribed for this classification subject to the competency standards prescribed;
- (ii) exercises discretion within the scope of this level;
- (iii) works under general supervision either individually or in a team environment;
- (iv) understands and implements quality control techniques;
- (v) provides trade guidance and assistance as part of a work team; and
- (vi) assist in the provision of on-the-job training.

Employees at this level perform work above and beyond the skills of an employee at Level I and to the level of their training. Employees at this level will have a thorough understanding of their work area's operational functions and systems, and its interrelationship with other sections/departments.

Task which an employee at this level may perform are subject to the employee having the appropriate Trade and Post Training to enable them to perform particular tasks.

(c) Engineering Technician Level I

An employee who has the equivalent level of training and/or experience to a Level 2 Tradesperson in the technical field. but is engaged in detail drafting or routine planning or technical tasks requiring technical knowledge.

2.1.3 *Engineering Tradesperson Special Class - Engineering Technician Level II (110%)*

(Classification Level - 3)

(a) A special class engineering tradesperson Level I means a:

- (i) Special class engineering tradespersons (electrical/electronic) Level I; or
- (ii) Special class engineering tradesperson (mechanical) Level I; or
- (iii) Special class engineering tradesperson (fabrication) Level I;

who has completed the following training requirements:

- 6 appropriate modules of structured training in addition to the training requirements of Level I; or
- 6 appropriate modules towards an agreed Advanced Certificate; or
- 6 appropriate modules towards an Associate Diploma.

- (b) As a guide, such an employee:
- (i) exercises the skills attained through satisfactory completion of the training prescribed for this classification subject to the competency standards prescribed;
 - (ii) provides trade guidance and assistance as part of a work team;
 - (iii) understands and implements quality control techniques;
 - (iv) works under limited supervision either individually or in a team environment; and
 - (v) assist in the provision of training in conjunction with supervisors and trainers.

Employees at this level perform work above and beyond the skills of an employee at Level 2 and to the level of their training.

The following indicative tasks which an employee at this level may perform are subject to the employee having appropriate Trade and Post Trade Training to enable the employee to perform the particular indicative tasks:

- exercises high provision trade skills using various materials and/or specialist techniques;
- performs operations on a CAD/CAM terminal in the performance of routine modifications to NC/CNC programs;
- installs, repairs, maintains, tests, modifies, commissions and/or fault finds on complex machinery and equipment which utilises hydraulic and/or pneumatic principles and in the course of such work, is required to read and understand hydraulic and pneumatic circuitry which controls fluid power systems; and
- works on complex or intricate circuitry which involves examining, diagnosing and modifying systems comprising inter-connected circuits.

(c) Engineering Technician Level II

Engineering Technician Level II means an employee who has an equivalent level of training and/or experience to an Engineering Tradesperson - Special Class - Level I but is engaged in detailed drafting or planning or technical work which requires the exercise of judgement and skill in excess of that required of an employee at Level I under the supervision of technical staff.

2.1.4 *Engineering Tradesperson - Special Class - Level II Engineering Technician - Level II (115%)*

- (a) A special class engineering tradesperson Level II means a:
- (i) Special class engineering tradesperson (electrical/electronic) Level II; or
 - (ii) Special class engineering tradesperson (mechanical) Level II; or
 - (iii) Special class engineering tradesperson (fabrication) Level II who has completed the following training requirements:
 - 3 appropriate modules of structured training (equivalent to Advanced Certificate or Associate Diploma module standard) in addition to the requirements of Special Class Level I; or
 - 9 appropriate modules towards an agreed Advanced Certificate; or
 - 9 appropriate modules towards an agreed Associate Diploma.
- (b) As a guide, such an employee:
- exercises the skills attained through satisfactory completion of the training prescribed for this level subject to the competency standards prescribed;
 - is able to provide trade guidance and assistance as part of a work team;
 - understands and implements quality control techniques; and
 - works under limited supervision either individually or in a team environment.

Employees at this level perform work above and beyond the skills of an employee at Special Class - Level I and to the level of their training.

The following indicative tasks which an employee at this level may perform are subject to the employee having appropriate Trade and Post Trade Training to enable the employee to perform the particular indicative tasks:

- works on machines or equipment which utilise complex mechanical, hydraulic and/or pneumatic circuitry and controls or a combination thereof;
- works on machinery or equipment which utilises complex electrical/electronic circuitry and controls;
- works on instruments which make up a complex control system which utilises some combination of electrical electronic, mechanical or fluid power principles;
- applies advanced computer numerical control techniques in machining or cutting or welding or fabrication;
- exercises intermediate CAD/CAM skills in the performance of routine modifications to programs;
- working on complex or intricate interconnected electrical circuits at a level above Level 3; and
- working on complex radio/communication equipment.

Note - The Post Trade Certificate referred to in this definition is not directly comparable with existing post-trade qualifications and the possession of such qualifications does not itself justify classification of a tradesperson to this level.

(c) Engineering Technician Level III

Engineering technician Level II means an employee who has equivalent level of training and/or experience to an engineering tradesperson - special class - Level II but is engaged in one of the following areas:

- detail drafting or planning or technical duties requiring judgement and skill in excess of that required of a Technician at Engineering Technician Level II under supervision of Technical Staff; or
- Possesses a level of training and/or experience at Engineering Technician Level II level and exercises cross skilling in technical fields as defined.

2.1.5 *Advanced engineering tradesperson - Level I engineering technician IV (125%)*

(Classification Level - 5)

(a) An advanced engineering tradesperson Level I means a:

- (i) Advance engineering tradesperson (electrical/electronic) Level I; or
- (ii) Advance engineering tradesperson (mechanical) Level I; or
- (iii) Advance engineering tradesperson (fabrication) Level I.

who has completed:

- 12 appropriate modules of an agreed Advanced Certificate; or
- 12 modules of an appropriate Associate Diploma; or
- Equivalent accredited training.

(b) As a guide, such an employee:

- undertakes quality control and work organisation at a higher level than for Special Class Level II;
- provides trade guidance and assistance as part of a work team;
- performs maintenance planning and predictive maintenance work not in technical field;
- works under limited supervision either individually or in a team environment;
- prepares reports of a technical nature on specific tasks or assignments as directed;
- exercises broad discretion within the scope of this level; and
- assists in the provision of training to employees in conjunction with supervisors/trainers.

Employees at this level perform work above and beyond the skills of an employee at Special Class - Level II and to the level of their training.

The following indicative tasks which an employee at this level may perform are subject to the employee having appropriate Trade and Post Trade Training to enable the employee to perform that particular indicative task:

- (i) working on combinations of machines or equipment which utilises complex electronic, mechanical and fluid power principles;

- (ii) working on instruments which make up a complex control system which utilise some combination or electrical, electronic, mechanical fluid power principles and electronic Circuitry containing complex analogue and/or digital control systems utilising integrated circuitry;
 - (iii) applies computer integrated manufacturing techniques involving a higher level of computer operating and programming skills than for Special Class Level II; and
 - (iv) working on various forms of machinery and equipment which are electronically controlled by complex digital and/or analogue control systems using integrated circuitry.
- (c) Engineering Technician Level IV

An engineering technician Level IV means an employee who has equivalent level of training and skills to an advanced engineering tradesperson - Level I but is engaged in one of the following areas to the extent of that training:

- (i) detailed drafting involving originality of thought which requires the exercise of judgement and skill in excess of that required of a Technician at C7 level under the supervision of Technical and/or Professional Staff; or
- (ii) is engaged in planning or technical duties requiring judgement and skill in excess of that required of a Technician at C7 level under the supervision of Technical and/or Professional Staff; or
- (iii) exercises a level or cross skilling in technical fields as defined.

2.1.6 Engineering streams

- (a) The classification definitions recognise three broad engineering streams namely:
 - electrical/electronic
 - mechanical
 - fabrication.
- (b) Entry to training in an engineering stream is not conditional on Union membership, additionally, there are 2 vocational field currently applicable to this industry:
 - trade
 - technical
- (c) The streams are defined as:
 - (i) Electrical/electronic stream - including the design, assembly, manufacture, installation, modification, testing, fault finding, commissioning, maintenance and service of all electrical and electronic devices systems, equipment and controls, e.g. electrical wiring motors, generators, PLC's and other electronic controls, instruments, refrigeration, telecommunications radio and television, communication and information processing.
 - (ii) Mechanical stream - including the design, assembly, manufacture installation, modification, testing, fault finding, commissioning, maintenance and service of all mechanical equipment, machinery, fluid power systems, automotive mechanics, instruments, refrigeration, and the use of related computer controlled equipment, e.g. computer numeric controlled machine tools.
 - (iii) Fabrication/Vehicle building - including fabrication, forging, carpentry, plumbing, founding, structural steel erection, electroplating, metal spinning, metal polishing, sheet metal work and the use of related computer controlled equipment. This includes fabrication in all metals, plastics, carbon fibre. composite materials, ceramics and other materials.
- (d) Vocational Fields:
 - (i) Trade - Includes an employee who possesses as a minimum qualification a trade certificate in any of the engineering streams (as defined).
 - (ii) Technical Field -
 - Production planning, including scheduling, work study, and estimating materials, handling systems and like work.
 - Technical including inspection, quality control supplier evaluation, laboratory, non-

- destructive testing, technical purchasing, and design and development work (prototypes, models, specifications) in both product and process areas and like work.
- Design and drafting and like work.

2.2 Wages

The minimum weekly wage rate to be paid to employees shall be the sum of clauses 2.2.1 and 2.2.2 and shall be paid for all purposes of the Award. The weekly wage rate shall be calculated to the nearest 10 cents, with 5 cents or more being taken upwards:

2.2.1 Base rate and supplementary payment (Southern Division)

| Classification | Base rate level per week \$ | Supplementary payment per week \$ |
|----------------|--------------------------------------|--|
| 1 | 365.20 | 270.80 |
| 2 | 383.50 | 273.40 |
| 3 | 401.70 | 274.00 |
| 4 | 420.00 | 278.60 |
| 5 | 456.50 | 283.80 |

2.2.2 Excess payment

In addition to the rates expressed in clause 2.2.1, the following excess payments shall be paid to all existing and future employees and shall be paid for all purposes of the Award. Such excess payments shall remain unaltered unless otherwise ordered by the Commission.

| Classification Level | Per week \$ |
|-------------------------|----------------|
| 1 | 78.00 |
| 2 | 80.30 |
| 3 | 82.00 |
| 4 | 80.60 |
| 5 | 80.50 |

2.2.3 The wage rates listed includes all broadbanded wage rates adjustments which shall be absorbed into overaward payments, where such payments are being made.

"Overaward payment" is defined as the amount (whether it be termed "overaward payment", "attendance bonus", "service increment", or any term whatsoever) which an employee would receive in excess of the "Award Wage" which applied immediately prior to the date of operation of any broadbanding adjustment Awarded by the Commission for the classification in which the employee is engaged:

Such payment shall exclude overtime, shift allowances, penalty rates, allowances, fares and travelling time allowances and any other ancillary payment of a like nature prescribed by this Award.

2.2.4 No employee shall suffer a reduction of their total wage rate of pay as a result of the implementation of the new wage rate structure. However employees who are currently receiving in excess of the total amount prescribed in this clause will be safe awarded at their pre-existing rate until such time as the total minimum rate of pay expressed for that wage level is equal to or in excess of the safe guarded position.

2.2.5 These wage rates recognise that employees are to be available to carry out a wide range of duties including work which is in connection with, incidental or peripheral to their main task or function.

2.2.6 The parties agree to discuss the inclusion of an additional wage grouping at a relativity level of 120% of the C10 rate of pay. Such discussions will include but not be limited to, the base rate of pay, supplementary payment amount excess payment amount and classification and definitions.

2.3 District allowances

The provisions of clause 5.9 relating to payments for district allowances shall apply to employees covered by this Schedule.

2.4 Allowances

2.4.1 Employees who are engaged in spot welding mill rollers in operation while crushing is in progress shall be paid an allowance of \$3.84 per hour for the actual time so engaged.

- 2.4.2 Employees who are engaged in spot welding mill rollers during the crushing season while crushing operations are not in progress shall be paid an allowance of \$1.9275 per hour for the actual time so engaged.
- 2.4.3 Employees who are engaged in automatic spot welding of mill rollers during the crushing season while crushing is in progress shall be paid an allowance of \$1.957 per hour for the actual time so engaged.
- 2.4.4 Employees who are engaged in automatic spot welding of mill rollers during the crushing season while crushing operations are not in progress shall be paid an allowance of 98 cents per hour for the actual time so engaged:

The allowance for repair work shall not be payable where the foregoing allowances are payable:

Where the allowances for automatic and manual spot welding of mill rollers would otherwise apply, the higher rates only shall apply.

2.4.5 *Pressure welding allowance*

An employee who is required to perform pressure welding shall be paid an allowance of \$24.535 per week in addition to their ordinary rates of pay. Such allowance shall be paid on a Daily basis on any day an employee is required to perform pressure welding.

2.4.6 *Repair work*

Tradesperson's engaged in repairs and alterations to old work only, notwithstanding that new material may have to be used for the purpose, shall be paid 63.25c an hour for actual time so worked, in addition to the rates set forth herein, but nothing extra shall be claimed for dirty work.

2.4.7 Except as provided for in this schedule the terms and conditions applicable to the classifications contained herein shall be as provided in the relevant part of the Engineering Award - State 2002.

2.5 Trade union training leave

Employees whose classification is contained within Schedule 2 shall be entitled to leave in accordance with the provisions of clause 11.4 of the Award.

SCHEDULE 3 - BUILDING TRADESPERSONS CLASSIFICATION STRUCTURE AND WAGE RATES

3.1 Classifications

3.1.1 *Building tradesperson - Level I (100%)*

A building tradesperson - Level I is an employee who holds a recognised trade certificate or tradesperson rights certificate or has completed the agreed modules of structured training and has been assessed as competent to enable the employee to perform work within the scope of this level.

3.2 Wages

3.2.1 The minimum weekly wage rate to be paid to employees shall be the sum of clauses 3.2.1(a) and (b) and shall be paid for all purposes of the Award. The weekly wage 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):

| Classification Level | Base rate payment per week \$ | Supplementary payment per week \$ |
|----------------------|-------------------------------|-----------------------------------|
| 1 | 365.20 | 270.80 |

(b) *Excess payment*

In addition to the rates expressed in clause 3.2.1(a) the following excess payments shall be paid to all existing and future employees and shall be paid for all purposes of the Award. Such excess payments shall remain unaltered unless otherwise ordered by the Commission.

| Classification Level | Per week \$ |
|----------------------|-------------|
| 1 | 78.00 |

- (c) The wage rates listed includes all broadbanded wage rates adjustments which shall be absorbed into overaward payments, where such payments are being made.

"Overaward payment" is defined as the amount (whether it be termed "overaward payment" "attendance bonus" "service increment", or any term whatsoever) which an employee would receive in excess of the "Award Wage" which applied immediately prior to the date of operation of any broadbanding adjustment awarded by the Commission for the classification in which the employee is engaged:

Provided that such payment shall exclude overtime, shift allowances, penalty rates, allowances, fares and travelling time allowances and an other ancillary payment of a like nature prescribed by this Award.

- (d) No employee shall suffer a reduction of their total wage rate of pay as a result of the implementation of the new wage rate structure. However, employees who are currently receiving in excess of the total amount prescribed in clause 3.2 will be safe guarded at their pre-existing rate until such time as the total minimum rate of pay expressed for that wage level is equal to or in excess of the safe guarding position.
- (e) These wage rates recognise that employees are to be available to carry out a wide range of duties including work which is in connection with, incidental or peripheral to their main task or function

3.3 District allowances

The provision of clause 5.9 shall apply to employees covered by this schedule.

3.4 Trade union training leave

Employees whose classification is contained within Schedule 3 shall be entitled to leave in accordance with the provisions of clause 11.4 the Award.

3.5 Hours of work

3.5.1 Ordinary hours of work

- (a) The ordinary hours of work shall be 38 hours per week.
- (b) The ordinary hours of work for day workers shall be worked Monday to Friday inclusive.
- (c) The ordinary hours of work for shift workers shall be worked in accordance with an agreed roster.

3.5.2 Method of working ordinary hours

- (a) Employees other than seasonal employees
 - (i) During the nominal crushing season (the period of 26 weeks commencing on the first Monday of June in each year) the ordinary hours of work, including shift work, shall not exceed 40 hours in any week or 8 hours in any one day. The ordinary rate of pay during the nominal crushing season shall be calculated by dividing the weekly rate by 40.
 - (ii) Employees, other than apprentices, casual or seasonal employees or employees deemed to be seasonal, who are terminated during the nominal crushing season shall be paid an allowance of 5% of the employees ordinary earnings (excluding disabilities and shift allowances) for the nominal crushing season. Employees terminated during the nominal non-crushing season shall receive a proportionate payment of the above calculation (calculated by dividing the number of weeks remaining in the nominal non-crushing season by 26 weeks). This payment is in lieu of rostered days off.
 - (iii) During the nominal non-crushing season (all time outside of the nominal crushing season), the ordinary hours of work, including shift work, shall be 9 ordinary working days of 72 ordinary working hours per fortnight. The ordinary rate of pay during the nominal non-crushing season shall be calculated by dividing the weekly rate by 36.
- (b) Seasonal employees
 - (i) For the purpose of a 38 hour week only, all sugar mill employees not specifically engaged as seasonals or casuals and who are engaged after the first Monday of June in any 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

- (ii) During the nominal non-crushing season, seasonal employees shall work ordinary hours in accordance with an agreed roster which shall provide for 19 working days or 152 ordinary working hours per 4 week cycle. One day of such 4 week cycle shall be an unpaid rostered day off. The ordinary rate of pay during the nominal non-crushing season shall be calculated by dividing the weekly rate by 38.
- (iii) During the nominal crushing season, the ordinary hours of work for seasonal employees shall not exceed forty hours in any one week or eight hours in any one day. The ordinary rate of pay during the nominal non-crushing season shall be calculated by dividing the weekly rate by 40.
- (iv) Seasonal employees shall be paid an allowance in lieu of paid rostered days off equivalent to 5% of their ordinary earnings (excluding disabilities and shift allowances) for the nominal crushing season. Such payment shall be made at the commencement of the annual close down or on termination, whichever is earlier.

(c) Casual employees

The hourly rate of payment for casual employees shall be the weekly rate divided by 38 plus the casual loading.

(d) Rostered days off

Rostered days off shall be taken on a Monday or, if agreed between the employer and employees at a particular mill, on a Friday, provided that if a rostered day off falls on a public holiday, the rostered day off shall be taken on the next ordinary working day.

3.5.3 Overtime

- (a) All time worked on a rostered day off shall be paid in accordance with the provisions for Saturday overtime, except that, while crushing operations are being undertaken, an employee shall be paid at the ordinary rate of pay and shall take a rostered day off in lieu prior to the commencement of the following crushing season at a time mutually agreed between the employer and employee.
- (b) For the purpose of calculating overtime, the ordinary rate shall be the weekly rate divided by 38.

3.5.4 Savings provision

- (a) Clause 3.5 has been inserted as a result of an application to amend the Award arising from the decision of the Full Bench of the Commission on 30 June 2004 (and published at (2004) 176 QGIG 494) to move to declare industrial agreements obsolete. Given the origin of clause 3.5, the provisions contained within it are not to be used as a precedent for any other matter whatsoever.
- (b) Clause 3.5 is not intended to provide entitlements either greater or less than those provided under the terms of the Sugar Industry - Hours of Work Industrial Agreement (A90 of 1986).

SCHEDULE 4 - SUGAR INDUSTRY OTHER THAN THE FIELD SECTOR - EMPLOYEES USING THEIR OWN TURNS

This schedule applies to employees using their own turnouts engaged in the sugar industry other than the Field Sector, and no other Award shall apply to such employees.

4.1 Wages

4.1.1 *Reimbursement to owner-drivers*

The wages prescribed by Schedule 6 for Owner Drivers shall be exclusive of any payment for which the employees may be liable, under the *Roads (Contribution to Maintenance) Acts 1957 to 1979*, by virtue of the ownership of the Vehicles used by them.

4.1.2 In addition to the wages prescribed by Schedule 6 the employer shall pay to such employees not later than the last day of each calendar month or as soon as practicable thereafter, all charges incurred by them under the *Roads (Contribution to Maintenance) Acts 1957 to 1979*, for work performed by them for the employer concerned.

For this purpose the employees shall submit to the employer, daily, details of their running on the work of such employer, which attracts the charge under the Act above referred to.

4.1.3 *Hourly rates*

Where employees using their own turnouts are employed by the hour their hourly rate of pay shall be ascertained by dividing the rates above set out by 40 and adding 19%.

4.1.4 *Piecework rates*

Agreements for piecework may be entered into between employers and employees. The piecework rate shall be such as will enable the average competent employee to earn 20% over the weekly rate fixed by this Award; but in no case, except as provided, shall the employee be paid less than the weekly rate fixed by this Award for the class of work performed:

Where such remuneration falls below such rates for more than 3 consecutive days then the agreement may be determined forthwith at the option of either party.

4.2 **Flexibility of work**

4.2.1 The employer may direct an employee to carry out such duties as are 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 the 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 **Revised classification structures**

The parties to the Award are committed to revising the classification structures for a compatible and career-orientated structured system that implements broadbanding based on the requirements of the road transport sector of the sugar industry.

4.4 **Vocational training**

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

4.4.2 The parties to the Award are committed to continuing such training as is required in cases improving training and/or access to training for employees.

4.4.3 The parties agree to continue discussions on issues relating to training.

4.5 **Hours**

All time worked in excess of 8 hours in any one day or in excess of 40 hours in any one week shall be paid for at the rate of one and a-half times the rates set out in clause 4.1 for the first 3 hours on any one day, and double time thereafter.

4.6 **Lost time**

4.6.1 Where any employee using their own motor vehicle engaged under clause 4.1 loses time through sickness or for any cause other than wet weather not the employees own fault, or in strikes in field or mill, or a breakdown in the mill or of the turnout in use, the employee shall be paid for such lost time in lieu of the appropriate weekly rate of wages as specified under clause 4.1 at the rate of \$319.70 per week in the Southern District, \$321.10 per week in the Central District, and \$321.25 per week in the Northern District:

4.6.2 Where an employee under clause 4.1.4 in any week earns the full weekly rate of wages as provided under the employee's piecework agreement, the employee shall not be entitled to any payment for lost time during such week.

4.7 **Termination of employment**

4.7.1 Except in the case of dismissal for disobedience, dishonesty, or drunkenness, one week's notice of the termination of the employment of weekly hands shall be given by the employer to the employee or to the employer by the employee or in lieu one week's wages shall be paid or forfeited. Where the employment is for less than 2 weeks, 2 days' notice on either side of the termination of the employment shall be sufficient.

4.8 **Time of payment**

All payments of wages including any adjustments that may be necessary or any overtime that may be due, shall be made

at least once in each fortnight.

SCHEDULE 5 - ROSTERS

5.1 Roster (1)

| | First week | Second week | Third week |
|---|------------|-------------|------------|
| <i>Sunday</i> - 12 midnight to 8 a.m. | A | C | B |
| <i>Monday</i> - 8 a.m. to 4 p.m. | B | A | C |
| 4 p.m. to 12 midnight | C | B | A |
| <i>Tuesday</i> - 12 midnight 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 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 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 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 |

Roster (2)

| | | | |
|--|---|---|---|
| <i>Monday</i> - 8 a.m. to 4 p.m. | A | C | B |
| 4 p.m. to 12 midnight | B | A | C |
| 12 midnight to 8 a.m. (Tuesday) | C | B | A |
| <i>Tuesday</i> - 8 a.m. to 4 p.m. | A | C | B |
| 4 p.m. to 12 midnight | B | A | C |
| 12 midnight to 8 a.m. (Wednesday) | C | B | A |
| <i>Wednesday</i> - 8 a.m. to 4 p.m. | A | C | B |
| 4 p.m. to 12 midnight | B | A | C |
| 12 midnight to 8 a.m. (Thursday) | C | B | A |

| | First week | Second week | Third week |
|---------------------------------------|------------|-------------|------------|
| <i>Thursday -</i> 8 a.m. to 4 p.m. | A | C | B |
| 4 p.m. to 12 midnight | B | A | C |
| 12 midnight to 8 a.m. (Friday) | C | B | A |
| <i>Friday -</i> 8 a.m. to 4 p.m. | A | C | B |
| 4 p.m. to 12 midnight | B | A | C |
| 12 midnight to 8 a.m. (Saturday) | C | B | A |

SCHEDULE 6 - OWNER-DRIVER MOTOR VEHICLE HIRE RATES

6.1 Owner-driver motor vehicle hire rates

6.1.1 PART A

Owner Drivers using their own motor vehicles shall in addition to the rates prescribed in clause 5.4 of this Award be paid a hire rate to compensate for the fixed and operational costs of the vehicle in accordance with the rates set out hereunder:

(a) Tip Trucks

| Tonnes | Column 1 Weekly Rate | Column 2 Km Rate | Column 3 Non-Reduction | Column 4 Work |
|---|-------------------------|---------------------|---------------------------|------------------|
| | Rate \$ | Kilometres c | \$ | |
| Four Wheel Drive Vehicles up to and including 1 t | - | - | - | - |
| Up to and including 1 t | - | - | - | - |
| Exceeding 1 t/up to 2 t | 370.95 | - | 247.76 | - |
| Exceeding 2 t/up to 3 t | 397.03 | - | 367.38 | - |
| Exceeding 3 t/up to 4 t | 444.1 | - | 474.45 | - |
| Exceeding 4 t/up to 5 t | 542.16 | - | 585.12 | - |
| Exceeding 5 t/up to 6 t | 619.86 | - | 695.79 | - |
| Exceeding 6 t/up to 7 t | 681.71 | - | 805.71 | - |
| Exceeding 7 t/up to 8 t | 749.55 | - | 915.63 | - |
| Exceeding 8 t/up to 9 t | 794.19 | - | 1025.55 | - |
| Exceeding 9 t/up to 10 t | 839.28 | - | 1135.47 | - |
| Exceeding 10 t/up to 11 t | 1026.19 | 60.5 | 1245.39 | 962 |
| Exceeding 11 t/up to 12 t | 1109.56 | 63.9 | 1355.31 | 984 |
| Exceeding 12 t/up to 13 t | 1294.16 | 73.7 | 1575.15 | 981 |
| Exceeding 14 t/up to 15 t | 1405.64 | 80.1 | 1685.07 | 948 |
| Exceeding 15 t/up to 16 t | 1433.67 | 83.5 | 1794.99 | 1032 |
| Exceeding 16 t/up to 17 t | 1461.71 | 87.0 | 1904.91 | 1109 |
| Exceeding 17 t/up to 18 t | 1485.42 | 91.9 | 2014.83 | 1176 |
| Exceeding 18 t/up to 19 t | 1513.38 | 95.4 | 2124.75 | 1240 |
| Exceeding 19 t/up to 20 t | 1578.50 | 98.3 | 2234.67 | 1267 |
| Exceeding 20 t/up to 21 t | 1659.79 | 102.3 | 2344.59 | 1269 |
| Exceeding 21 t/up to 22 t | 1741.57 | 105.8 | 2454.51 | 1273 |
| Exceeding 22 t/up to 23 t | 1823.70 | 109.8 | 2564.43 | 1274 |
| Exceeding 23 t/up to 24 t | 1892.24 | 113.9 | 2674.35 | 1286 |
| Exceeding 24 t/up to 25 t | 1961.35 | 117.9 | 2784.27 | 1297 |

(b) Non-Tip Trucks

| Tonnes | Column 5 Weekly Rate | Column 6 Km Rate | Column 7 Non-Reduction | Column 8 Work |
|--------|-------------------------|---------------------|---------------------------|------------------|
|--------|-------------------------|---------------------|---------------------------|------------------|

| | \$ | c | Rate \$ | Kilometres |
|---|---------|-------|------------|------------|
| Four Wheel Drive Vehicles up to and including 1 t | 289.63 | - | 199.96 | - |
| Up to and including 1 t | 289.63 | - | 170.93 | - |
| Exceeding 1 t/up to 2 t | 328.29 | - | 247.76 | - |
| Exceeding 2 t/up to 3 t | 367.18 | - | 367.38 | - |
| Exceeding 3 t/up to 4 t | 404.66 | - | 474.45 | - |
| Exceeding 4 t/up to 5 t | 491.73 | - | 585.12 | - |
| Exceeding 5 t/up to 6 t | 554.08 | - | 695.79 | - |
| Exceeding 6 t/up to 7 t | 617.01 | - | 805.71 | - |
| Exceeding 7 t/up to 8 t | 682.77 | - | 915.63 | - |
| Exceeding 8 t/up to 9 t | 741.47 | - | 1025.55 | - |
| Exceeding 9 t/up to 10 t | 785.43 | - | 1135.47 | - |
| Exceeding 10 t/up to 11 t | 963.13 | 60.5 | 1245.39 | 1066 |
| Exceeding 11 t/up to 12 t | 1049.23 | 63.9 | 1355.31 | 1078 |
| Exceeding 12 t/up to 13 t | 1138.63 | 68.0 | 1465.23 | 1080 |
| Exceeding 13 t/up to 14 t | 1239.15 | 73.7 | 1575.15 | 1055 |
| Exceeding 14 t/up to 15 t | 1318.72 | 80.1 | 1685.07 | 1057 |
| Exceeding 15 t/up to 16 t | 1376.09 | 87.0 | 1904.91 | 1207 |
| Exceeding 17 t/up to 18 t | 1407.62 | 91.9 | 2014.83 | 1260 |
| Exceeding 18 t/up to 19 t | 1436.37 | 95.4 | 2124.75 | 1321 |
| Exceeding 19 t/up to 20 t | 1486.20 | 98.3 | 2234.67 | 1361 |
| Exceeding 20 t/up to 21 t | 1539.00 | 102.3 | 2344.59 | 1387 |
| Exceeding 21 t/up to 22 t | 1603.19 | 105.8 | 2454.51 | 1404 |
| Exceeding 22 t/up to 23 t | 1667.76 | 109.8 | 2564.43 | 416 |
| Exceeding 23 t/up to 24 t | 1732.91 | 113.9 | 2674.35 | 1426 |
| Exceeding 24 t/up to 25 t | 1798.57 | 117.9 | 2784.27 | 1436 |

Provided that Column 1 and Column 5 prescribe the basic fixed and operational costs to be reimbursed for tip trucks and non tip trucks respectively. These rates include a component for travelling to and from the recognised starting point.

Column 2 and Column 6 prescribes the kilometre rate for vehicles in excess of 10 tonnes for any working distance in excess of the kilometres shown in Columns 4 and 8 for each period of ordinary weekly hours.

Columns 4 and 8 prescribe the minimum number of working kilometres which must be performed before the excess kilometre rate as shown in Columns 2 and 6 applies.

Columns 3 and 7 prescribe the minimum weekly rate that shall be paid for each period of ordinary weekly hours except where such rate is less than that prescribed in Columns 1 and 5.

6.1.2 PART B

The hire rate to be paid shall be in accordance with the payload capacity of the vehicle which is determined by subtracting the tare mass from the gross vehicle mass registered under the *Transport Operation(Road Use Management) Act 1995* and as indicated on the vehicle's registration certificate.

No load shall exceed the limit prescribed by or under any Queensland State Act.

For any periods of more or less than the ordinary weekly hours and/or days a *pro rata* adjustment to the basic weekly rate as shown in Column 1 Tip Trucks and Column 5 Non Tip Trucks shall be made before calculating any additional kilometric payment.

The truck hire rate shall be calculated in accordance with either of the following formulae whichever is the greater.

THR == The greater of A or B

where -

$$(i) \quad A == \left[\{WR - (700 \times S)\} \frac{H}{Z} \right] + [20 \times P \times S] + [S(600 \times \frac{H}{Z})] + [Y \text{ (only if +ve, otherwise ignore)}]$$

where -

$$Y == [D - (600 \times \frac{H}{Z})] \times S$$

(ii) $B = NR \times H/Z$

(iii) where -

THR is the truck hire rate.

WR is the weekly rate (\$) (Column 1 or Column 5).

S is the kilometre rate (\$) (Column 2 or Column 6).

H is the actual time worked expressed in hours or part thereof.

Z is the ordinary weekly hours for a normal working week.

P is the number of days on which work is performed in the period.

D is the actual number of working kilometres performed during the hire period.

NR is the non-reduction rate (Column 3 or Column 7).

6.1.3 PART C

Hydraulic crane hire - Owner Drivers whose vehicle is fitted with a hydraulic crane shall be paid an additional hire rate component on days when the vehicle is engaged to perform work which requires the use of the crane.

| Crane capacity | Rate per day \$ | Recommended truck size |
|---|-----------------------|---------------------------|
| Up to 1 tonne metre | 7.59 | Up to 2-3 tonne |
| Over 1 tonne metre but less than or equal to 2 tonne metre | 9.36 | 3-4 t to 5-6 t |
| Over 2 tonne metre but less than or equal to 3 tonne metre | 15.46 | 6-7 t to 7-8 t |
| Over 3 tonne metre but less than or equal to 4 tonne metre | 17.50 | 8-9 t to 10-11 t |
| Over 4 tonne metre | 19.53 | 11-12 t and above |

The hire rate component payable shall be determined by the crane capacity except where a crane is fitted which exceeds the legally recommended capacity for that vehicle. In such instances, the hire rate to be paid shall be the rate applicable to the maximum crane capacity recommended for that vehicle.

At times when the crane is not in use the vehicle weekly hire rate will be paid at the appropriate rate as specified in Part A of this Schedule calculated at the registered Gross Vehicle Mass less Vehicle Tare.

6.1.4 PART D

Water tank and pump hire - When at the request or direction of the employer, an owner truck driver uses their own water tank or own water tank and pump on the job, the employer shall pay the owner driver the amount of \$3.87 per hour for each hour that the owner driver's tank or own water tank and pump are in use on the job. The said payment shall be in addition to all other payments due to the owner driver under the Award.

SCHEDULE 7 PRO-FORMA LETTER

This schedule provides a pro-forma letter which complies with the requirements of clause 4.4.3(b) of the Award. A letter in this form must be provided to all casual employees on the first occasion that they have been employed for 3 weeks or more in any calendar month and whose employment is likely to be ongoing. The employer must complete the details required and sign the letter. The letter should be provided on the employer's letterhead.

Employee Name: _____

EMPLOYER DETAILS

