

QUEENSLAND INDUSTRIAL RELATIONS COMMISSION

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

MILLAQUIN SUGAR REFINERS' AWARD - STATE 2004

Following the Declaration of the General Ruling in the 2010 State Wage Case (matter numbers B/2010/20 and B/2010/21), the Millaquin Sugar Refiners' Award - State 2004 is hereby reprinted, pursuant to s. 698 of the *Industrial Relations Act 1999*.

I hereby certify that the Award contained herein is a true and correct copy of the Millaquin Sugar Refiners' Award - State 2004 as at 1 September 2010.

Dated 1 November 2010.

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

MILLAQUIN SUGAR REFINERS' AWARD - STATE 2004

PART 1 - APPLICATION AND OPERATION

1.1 Title

This Award is known as the Millaquin Sugar Refiners' Award - State 2004.

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No provisions inserted in this award relevant to this part.

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1.3 Date of Operation

This Award takes effect from 17 May 2004.

1.4 Award coverage

This Award applies to employees engaged in the sugar refining industry (and to their Employer) in or in connection with the refinery of Bundaberg Sugar Limited located at Millaquin, Bundaberg.

1.5 Definitions

Subject to clause 5.1 the following definitions have application for the purposes of this Award:

- 1.5.1 The "Act" means the *Industrial Relations Act 1999* as amended or replaced from time to time.
- 1.5.2 "Casual Worker" means any person engaged by the hour, and who may leave their employer's service or be discharged at any time without notice.
- 1.5.3 "Commission" means the Queensland Industrial Relations Commission.
- 1.5.4 "Employer" means Bundaberg Sugar Limited (ACN 077 102 526).
- 1.5.5 "Union" means The Australian Workers' Union of Employees, Queensland.
- 1.5.6 For the purposes of a 38 hour week only, all employees not specifically engaged as casuals and who are engaged after the first Monday of June in any one year and before the first Monday of June in the subsequent year, shall be deemed to be seasonals until the first Monday of June in that subsequent year.

1.6 Parties bound

This Award is legally binding on the Employer and employees as prescribed by clause 1.4, the Union and its members.

PART 2 - FLEXIBILITY

2.1 Procedures to implement facilitative Award provisions

- 2.1.1 Facilitative Award provisions such as: hours of work - day/shift, meal breaks, 10 ordinary hours, staggered starting and finishing times, spread of hours and working outside 6.00 a.m. - 6.00 p.m. can be negotiated between management and employees who are directly affected by such proposals. Employees shall be represented by their Union delegate/s and shall have the right to be represented by their local Union official/s.
- 2.1.2 Facilitative Award provisions can only be implemented by agreement.
- 2.1.3 Facilitative Award provisions cannot be imposed by Employers onto employees or *vice versa*.
- 2.1.4 Agreement is defined as obtaining consent of greater than 50% of employees directly affected.
- 2.1.5 All employees directly affected must be consulted as a group regarding the proposal, before any agreement can be reached.
- 2.1.6 Any agreement reached must be documented, and must incorporate a review period. A copy of the agreement must be forwarded to the relevant Union delegate/s and state official/s.

2.2 Structural efficiency

2.2.1 Award modernisation

- (a) The parties are committed to modernising the Award by developing Award conditions and employment practices which recognise and reflect the operations and requirements of sugar production *viz*: the close association with Millaquin Mill and the effect of its seasonal operation within the Millaquin site which incorporates Mill and Refinery units, and dependence on customer requirements and price competitiveness.
- (b) The parties agree that the Structural Efficiency Principle will not be applied in a negative cost cutting manner.
- (c) The parties are prepared to discuss all matters raised by the Employer and 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;

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, the Employer, the employees and their Union 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 for consideration consistent with the objectives of clause 2.2.2(a) shall be processed through that consultative mechanism and procedures.

2.2.3 *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/Industrial Agreements are progressively reviewed and restructured.

2.2.4 *Workplace consultative committees and guidelines*

The parties to this Award will work together to establish workplace consultative committees at each workplace and draw up and implement guidelines for the operation of those workplace consultative committees by 30 May 1990, and further the parties will train those committees at each workplace.

PART 3 - COMMUNICATION, CONSULTATION AND DISPUTE RESOLUTION

3.1 Grievance and dispute settling procedure

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

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

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

4.1 Part-time employment

4.1.1 The introduction of part-time employment shall be done through the introduction of changes provisions in clause 4.7.

4.1.2 An employee may be engaged to work on a part-time basis involving a regular pattern of hours which shall be not less than 8 hours per week and not more than 32 ordinary hours per week.

4.1.3 (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 4.1.3(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.

4.1.4 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.

4.1.5 Overtime

A part-time employee who is required by the employer to work in excess of the hours agreed upon in accordance with clauses 4.1.3(a) and (c) shall be paid overtime in accordance with clause 6.7.

4.1.6 Public holidays

Where the part-time employee's normal paid hours fall on a public holiday prescribed in clause 7.6 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 7.6.

4.1.7 The operation of clause 4.1 shall be reviewed after 1 December 2010.

4.2 Casual employment

4.2.1 Casual workers shall be paid 23% in addition to the ordinary rate prescribed in clause 5.2.

4.2.2 Casual workers on coming to work at the appointed time shall be provided with 4 hours' work, otherwise they shall receive 4 hours' pay.

4.3 Piecework employment

4.3.1 Agreements for piecework may be entered into between the employer and employees, provided that the remuneration of the employees shall not fall below the rates herein prescribed, inclusive of overtime, except in the case of persons employed as char runners employed on piecework, who shall be paid at the rate of 74.167c for each cistern.

4.3.2 Where there is more than one employee in the contract, they shall share and share alike in the profits. No contracts shall be sublet.

4.4 Incidental or peripheral tasks

4.4.1 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.

4.4.2 An employer may direct an employee to carry out such duties and use such tools and equipment as may be required provided that the employee has been properly trained in the use of such tools and equipment.

4.4.3 Any direction issued by an employer pursuant to clauses 4.4.1 and 4.4.2 shall be consistent with the employer's responsibilities to provide a safe and healthy working environment.

4.5 Anti-discrimination

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

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

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

4.5.3 Under the *Anti-Discrimination Act 1991* it is unlawful to victimise an employee because the employee has made or may make or has been involved in a complaint of unlawful discrimination or harassment.

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

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

4.6 Termination of employment

4.6.1 Statement of employment

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

4.6.2 Termination by employer

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

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

- (b) In addition to the notice in clause 4.6.2(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 4.6 shall not apply in the case of dismissal for misconduct or other grounds that justify instant dismissal, or in the case of a casual employee, or an employee engaged by the hour or day, or an employee engaged for a specific period or tasks.

4.6.3 *Notice of termination by employee*

The notice of termination required to be given by an employee shall be 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 4.6.2(d).

4.6.4 *Time off during notice period*

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

4.7 Introduction of change

4.7.1 *Employer's duty to notify*

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

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

4.7.2 *Employer's duty to consult over change*

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

4.8 Redundancy

4.8.1 *Consultation before terminations*

- (a) Where an employer decides that the employer no longer wishes the job the employee has been doing to be done by anyone, and this is not due to the ordinary and customary turnover of labour, and that decision may lead to termination of employment, the employer shall consult the employee directly affected and where relevant, their union or unions.
- (b) The consultation shall take place as soon as it is practicable after the employer has made a decision, which will invoke the provisions of clause 4.8.1(a) and shall cover the reasons for the proposed terminations, measures to avoid or minimise the terminations and/or their adverse affects on the

employees concerned.

- (c) For the purpose of the consultation the employer shall, as soon as practicable, provide in writing to the employees concerned and, where relevant, their union or unions, all relevant information about the proposed terminations including the reasons for the proposed terminations, the number and categories of employees likely to be affected, the number of workers normally employed and the period over which the terminations are likely to be carried out:

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

4.8.2 *Transfer to lower paid duties*

- (a) Where an employee is transferred to lower paid duties for reasons set out in clause 4.8.1, the employee shall be entitled to the same period of notice of transfer as the employee would have been entitled to if the employee's employment had been terminated under clause 4.6.
- (b) The employer may, at the employer's option, make payment in lieu thereof of an amount equal to the difference between the former amounts the employer would have been liable to pay and the new lower amount the employer is liable to pay the employee for the number of weeks of notice still owing.
- (c) The amounts must be worked out on the basis of:
 - (i) the ordinary working hours to be worked by the employee; and
 - (ii) the amounts payable to the employee for the hours including for example, allowances, loadings and penalties; and
 - (iii) other amounts payable under the employee's employment contract.

4.8.3 *Transmission of business*

- (a) Where a business is, whether before or after the date of the insertion of this clause in the Award, transmitted from an employer (transmittor) to another employer (transmittee), and an employee who at the time of such transmission was an employee of the transmittor of the business, becomes an employee of the transmittee:
 - (i) the continuity of the employment of the employee shall be deemed not to have been broken by reason of such transmission; and
 - (ii) the period of employment which the employee has had with the transmittor or any prior transmittor shall be deemed to be service of the employee with the transmittee.
- (b) For the purposes of clause 4.8.3, 'business' includes trade, process, business or occupation and includes a part or subsidiary (which means a corporation that would be taken to be a subsidiary under the Corporations Law, whether or not the Corporations Law applies in the particular case) of any such business and 'transmission' includes transfer, conveyance, assignment or succession whether by agreement or by operation of law and 'transmitted' has a corresponding meaning.

4.8.4 *Time off during notice period*

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

4.8.5 *Notice to Centrelink*

Where a decision has been made to terminate employees in the circumstances outlined in clause 4.8.1, the employer shall notify Centrelink as soon as possible giving all relevant information about the proposed terminations, including a written statement of the reasons for the terminations, the number and categories of the employees likely to be affected, the number of workers normally employed and the period over which the terminations are intended to be carried out.

4.8.6 *Severance pay*

- (a) In addition to the period of notice prescribed for ordinary termination in clause 4.6.2(a), and subject to further order of the Commission, an employee whose employment is terminated for reasons set out in clause 4.8.1(a), shall be entitled to the following amounts of severance pay:

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

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

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

4.8.7 *Superannuation benefits*

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

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

4.8.8 *Employee leaving during notice*

An employee whose employment is terminated for reasons set out in clause 4.8.1(a), may terminate such employment during the period of notice, and, if so, shall be entitled to the same benefits and payments under this clause had such employee remained with the employer until the expiry of such notice:

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

4.8.9 *Alternative employment*

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

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

Clause 4.8 shall not apply to employees with less than one year's continuous service and the general obligation on employers should be no more than to give relevant employees an indication of the impending redundancy at the first reasonable opportunity, and to take such steps as may be reasonable to facilitate the obtaining by the employees of suitable alternative employment.

4.8.11 *Employees exempted*

Clause 4.8 shall not apply:

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

- (c) to casual employees.

4.8.12 *Employers exempted*

- (a) Subject to an order of the Commission, in a particular redundancy case, clause 4.8 shall not apply to an employer including a company or companies that employ employees working a total of fewer than 550 hours on average per week, excluding overtime, Monday to Sunday. The 550 hours shall be averaged over the previous 12 months.
- (b) A 'company' shall be defined as:
 - (i) a company and the entities it controls; or
 - (ii) a company and its related company or related companies; or
 - (iii) a company where the company or companies has a common director or common directors or a common shareholder or common shareholders with another company or companies.

4.8.13 *Exemption where transmission of business*

- (a) The provisions of clause 4.8.2 are not applicable where a business is before or after the date of the insertion of this clause into the Award, transmitted from an employer (transmittor) to another employer (transmittee), in any of the following circumstances:
 - (i) where the employee accepts employment with the transmittee which recognises the period of continuous service which the employee had with the transmittor, and any prior transmittor, to be continuous service of the employee with the transmittee; or
 - (ii) where the employee rejects an offer of employment with the transmittee:
 - (A) in which the terms and conditions are substantially similar and no less favourable, considered on an overall basis, than the terms and conditions applicable to the employee at the time of ceasing employment with the transmittor; and
 - (B) which recognises the period of continuous service which the employee had with the transmittor and any prior transmittor to be continuous service of the employee with the transmittee.
- (b) The Commission may amend clause 4.8.13(a)(ii) if it is satisfied that it would operate unfairly in a particular case, or in the instance of contrived arrangements.

4.8.14 *Incapacity to pay*

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

4.9 Continuity of service - transfer of calling

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

PART 5 - WAGES AND WAGE RELATED MATTERS

5.1 Definition of classifications

5.1.1 General Refinery Operator - Level 1

- (a) General

This is a new employee who is undertaking a period of structured training in basic skills related to the Bundaberg Refinery. An employee shall be retained at this level for a maximum period of 3 months.

An employee at this level is required to:

- (i) Undertake induction training relevant to the Bundaberg Refinery.
- (ii) Undergo training to acquire basic skills.

- (iii) Work under supervision.
- (iv) Exercise minimal decision making.
- (v) Demonstrate general housekeeping skills.
- (vi) Demonstrate ability to use common language skills to engage in communication and to read and understand written and oral instructions.

(b) Typical tasks

Typical tasks include:

- (i) Training in at least 5 Refinery Operator - Level 2 typical tasks.
- (ii) General labouring duties.

5.1.2 Refinery Operator - Process and Packaging - Level 2

(a) General

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 clause 5.1.2 (b) or has equivalent experience to perform work within the scope of this level.

An employee at this level is required to:

- (i) Work under supervision.
- (ii) Exercise decision making/responsibility within their level of skill and training.
- (iii) Demonstrate awareness of general quality control standards with particular responsibility for their own work and advise of quality control problems where identified.
- (iv) Assist with on-the-job training.
- (v) Service and adjust equipment according to their level of skill and training and advise of any additional maintenance required.
- (vi) Demonstrate general housekeeping skills.
- (vii) 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.

(b) Typical Tasks

Typical tasks include:

Supplying sugar to packaging machines

Filling golden syrup containers

Stacking bagged products

Sorting FIBC's (Bulk Bags)

General Cleaning

Labouring

Assisting other graded employees

Minor Clerical duties

General Plant painting

Operating/attending power operated equipment/machinery not requiring a licence

Loading/unloading vehicles

Operating electronic communications equipment not requiring a licence

Operating motor vehicles

Know and apply cleaning materials/practices

Handling lime, carbon, filter aid and/or chemicals.

(c) Qualifications

(i) Category "A" Drivers Licence where appropriate.

(ii) Hand held tools - in-house training.

(d) Indicative Classifications

* Sugar Runner

* Golden Syrup Assistant

* Stacker

* Bag Sorter

5.1.3 *Refinery Operator - Process and Packaging - Level 3*

(a) General

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.

An employee at this level is required to:

(i) Work under supervision.

(ii) Exercise decision making/responsibility within their level of skill and training.

(iii) Demonstrate awareness of general quality control standards with particular responsibility for their own work and advise of quality control problems where identified.

(iv) Provide on-the-job training as required.

(v) Service and adjust equipment according to their level of skill and training, and advise of any additional maintenance required.

(vi) Demonstrate general housekeeping skills.

(vii) 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.

(b) Typical Tasks

Typical tasks include:

(i) Process:

Making golden syrup

Preparing liquid sugar

(ii) Packaging:

Assisting with packaging machine operation

Truck Driving (non-articulated)

Operating a tractor

Operating a forklift

(c) Qualifications

Drivers licence "A" or "C" where appropriate.

Plant Operator's Level of Competency (Forklift).

(d) Indicative classifications

- * Golden syrup maker
- * Liquid sugar attendant
- * Assistant packaging machine operator
- * Truck Driver (non-articulated)
- * Tractor Driver
- * Forklift Driver 1
- * Checker

5.1.4 *Refinery Operator - Process and Packaging - Level 4*

(a) General

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.

An employee at this level is required to:

- (i) Work under supervision and may supervise other employees.
- (ii) Exercise decision making/responsibility within their level of skill and training.
- (iii) Demonstrate awareness of general quality control standards with 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.
- (iv) Provide on-the-job training as required.
- (v) Service, adjust and install equipment according to their level of skill and training, and advise of any additional maintenance required.
- (vi) Demonstrate general housekeeping skills.
- (vii) 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.

(b) Typical Tasks

Typical tasks include:

- (i) Process
 - Operating Front-End Loader
- (ii) Packaging

Operating a packaging machine

Operating a forklift (including checking loads and despatch of delivery vehicles)

(c) Qualifications

Plant Operator's Level of Competency (Front End Loader)

(d) Indicative Classifications

- * Packaging Machine Operator
- * Front End Loader Operator
- * Forklift Operator II

5.1.5 Refinery Operator - Process and Packaging - Level 5

(a) General

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.

An employee at this level is required to:

- (i) Work under supervision and may supervise other employees.
- (ii) Exercise discretion and decision making/responsibility within their level of skill and training.
- (iii) Demonstrate awareness of general quality control standards and procedures and is responsible for the quality of their own work and may carry out quality checks on other employees.
- (iv) Provide on-the-job training as required.
- (v) Service, adjust and install equipment according to their level of skill and training, and advise of any additional maintenance required.
- (vi) Demonstrate general housekeeping skills.
- (vii) 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 and able to effectively communicate instructions to their employees and may be required to interpret technical data and prepare written reports.

(b) Typical Tasks

Chargehand Duties - D.C. Raw.

Typical tasks include:

- (i) Process:
Performing general laboratory analysis to the level of advanced certified in laboratory techniques.
- (ii) Packaging:
Chargehand Duties - Despatch.
Chargehand Duties - Shift.

(c) Qualifications

Advanced certificate in laboratory techniques (Sugar) CN761.

(d) Indicative Classifications

- * Laboratory Technician

- * D.C. Raw Chargehand
- * Despatch Chargehand
- * Shift Chargehand (Packaging)

5.1.6 Refinery Operator - Process and Packaging - Level 6

(a) General

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.

An employee at this level is required to:

- (i) Work under supervision and may supervise other employees.
- (ii) Exercise discretion and decision making/responsibility within their level of skill and training.
- (iii) 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.
- (iv) Provide on-the-job training and may assist in assessing employees undertaking a structured training programme.
- (v) Service, adjust and install equipment according to their level of skill and training and advise of any additional maintenance required.
- (vi) Demonstrate general housekeeping skills.
- (vii) 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.

(b) Typical Tasks

Typical tasks include:

- (i) Process
 - Performing advanced laboratory analysis to level of Associate Diploma in Applied Science (Sugar).
 - Sugar boiling (including operating liquor effects).
 - Operating affination plant, centrifugals, dryers and graders.
 - Operating melters, clarification plant, filters and granular carbon system.
- (ii) Packaging
 - Performing duties of leading hand packaging.

(c) Qualifications

Associate Diploma in Applied Science (Sugar Technology) - CN758.

(d) Indicative Classifications

- * Sugar boiler
- * Project Chemist
- * Leading hand packaging
- * Process operator

5.1.7 Refinery Operator - Level 7

(a) General

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.

An employee at this level is required to:

- (i) Work under supervision and may supervise other employees.
- (ii) Exercise discretion and decision making/responsibility within their level of skill and training.
- (iii) 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.
- (iv) Provide on-the-job training and may assist in assessing employees undertaking a structured training programme.
- (v) Service, adjust and install equipment according to their level of skill and training and advise of any additional maintenance required.
- (vi) Demonstrate general housekeeping skills.
- (vii) 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 effectively communicate instructions to other employees and interpret technical data/drawings and may be required to prepare written reports/sketches.

(b) Typical Tasks

Typical tasks include:

Performing duties of Refinery Day Foreperson.

(c) Qualifications

Completion of an approved course in supervision.

(d) Indicative Classifications

- * Refinery Day Foreperson.

5.1.8 Refinery Operator - Level 8

(a) General

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.

An employee at this level is required to:

- (i) Work under supervision and may supervise other employees.
- (ii) Exercise broad discretion and decision making/responsibility within their level of skill and training.
- (iii) 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.
- (iv) Provide on-the-job training and may assist in assessing employees undertaking a structured training programme.
- (v) Service, adjust and install equipment according to their level of skill and training and advise of any additional maintenance required.
- (vi) Demonstrate general housekeeping skills.

(vii) 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 and interpret technical data and prepare written reports.

(b) Typical Tasks

Typical tasks include:

Supervising process and packaging operations on shift.

(c) Qualifications

Completion of an approved course in supervision.

(d) Indicative Classifications

* Shift Foreman.

5.2 Wage rates

5.2.1 *Weekly wage rates*

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

(a) Definitions Relativities - All work shall be covered by the Classification Structure described in clause 5.1:

	%
General Refinery Operator - Level 1	80
Refinery Operator - Process and Packaging - Level 2	83
Refinery Operator - Process and Packaging - Level 3	88
Refinery Operator - Process and Packaging - Level 4	93
Refinery Operator - Process and Packaging - Level 5	97
Refinery Operator - Process and Packaging - Level 6	100
Refinery Operator - Level 7	105
Refinery Operator - Level 8	110

(b) The minimum weekly wage rate to be paid to employees shall be the sum of clause 5.2.1(b)(i) and clause 5.2.1(b)(ii) 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:

(i) Base Rate and Supplementary Payment (Southern Division) -

Classification Level	Base Rate Per Week	Supplementary Payment Per Week
	\$	\$
1	292.20	304.40
2	303.10	306.00
3	321.40	310.60
4	339.60	313.20
5	354.20	315.20
6	365.20	314.80
7	383.50	315.40
8	401.70	320.00

(ii) Excess Payment - In addition to the rates expressed in clause 5.2.1(b)(i), 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 Per Week
	\$
1	70.10
2	66.80

3	58.20
4	54.90
5	52.10
6	78.00
7	80.30
8	82.00

The rates of pay in this Award are intended to include the arbitrated wage adjustment payable under the 1 September 2010 Declaration of General Ruling and earlier Safety Net Adjustments and arbitrated wage adjustments. This arbitrated wage adjustment may be offset against any equivalent amount in rates of pay received by employees whose wages and conditions of employment are regulated by this Award which are above the wage rates prescribed in the Award. Such payments include wages payable pursuant to certified agreements, currently operating enterprise flexibility agreements, Queensland workplace agreements, award amendments to give effect to enterprise agreements and overaward arrangements. Absorption which is contrary to the terms of an agreement is not required.

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

- (c) Junior wage rates - 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

However, junior employees who are appointed to level 3 or above shall be paid the wage rate appropriate to that level as prescribed in clause 5.2.1(b).

Youths may be employed at youths' rates only on stations where they are at present employed.

The work of lifting sugar from automatic weighers on to trucks shall not be done by youths under 18 years of age.

In no case are youths to be substituted where adults are now employed.

- (d) The wage rates listed above incorporate all existing all-purpose skill allowances that were previously paid under the former classifications.
- (e) No employee shall suffer a reduction of their wage rate 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 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 guarded position.
- (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.

5.3 Allowances

- 5.3.1 Employees receiving or handling lime, except in the course of manufacture, shall be paid \$3.09 per day in addition to their ordinary wage and shall be supplied with goggles.
- 5.3.2 Employees loading, unloading or stacking char and char dust or cleaning char tower, shall be paid 65.55c per hour extra while so engaged.
- 5.3.3 Employees cleaning inside syrup tanks shall be paid 65.55c per hour extra while so engaged.
- 5.3.4 Employees engaged in burning or otherwise preparing supercel powder shall be paid \$6.40 per week above the minimum rate prescribed by the Award for labourers.
- 5.3.5 Employees required to work inside raw or refined sugar hoppers raking or cleaning such hoppers shall be paid 65.55c per hour extra or part thereof whilst so engaged.
- 5.3.6 Employees employed cleaning inside driers shall be paid 65.55c per hour extra whilst so engaged.

5.3.7 Employees required to clean out Torricillian wells shall be paid half-time extra in addition to any payments otherwise due.

5.3.8 *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 65.55c 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 plentiful supply of water shall be provided by the Employer as required.
- (d) For the purpose of clause 5.3.8 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.

5.3.9 Employees working inside char cisterns, multi-cell clarifiers, or carbonation tanks shall be paid 65.55c per hour extra whilst so engaged.

5.3.10 Employees with first aid certificates shall be paid an allowance of \$11.20 per week for periods when rostered for first aid duties.

5.4 Payment of wages

The present practice shall continue with regard to time and method of making payment to employees but where practicable, the Employer shall endeavour to pay the employees within 15 minutes of ceasing work.

5.5 Revised classification structure

5.5.1 The parties to this Award are committed to revising the classification structure for a compatible and career orientated grading system that implements broadbanding based on the sugar industry skills analysis.

5.5.2 The parties:

- (a) Will finalise an agreed new classification structure and associated definitions within the time frame of the Skills Analysis Project and undertake upon variation of the Award to implement the new wage and classification structure. Accordingly the Parties will:
 - (i) establish participative mechanisms for the trialling of the new wage and classification structure that will incorporate a monitoring and review of the trial;
 - (ii) agree upon the criteria and mechanisms for determining movement between levels of the new wage and classification structure.
- (b) Accept in principle that the descriptions of job functions within a new structure will be more broadly based and generic.
- (c) Will co-operate in the transition from the existing classification structure to the proposed new structure to ensure that the transition takes place in an orderly manner without creating false expectations or disputation.
- (d) Affirm that wage increases arising from broadbanding and adjustment of minimum rates are subject to absorption into existing overaward payments.
- (e) 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.

As such, 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:

- (i) the current and future skill needs of the industry;
- (ii) the size, structure and nature of the operations of the industry;

- (iii) the need to develop vocational skills relevant to the industry through both industry courses and courses conducted by accredited educational institutions and providers.

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;
 - (C) developing co-ordinated training programmes designed to cater for the new classification structure with career-path advancement; and
 - (D) removing barriers to the utilisation of skills acquired.
- (f) Agree that the Process Committee shall co-ordinate the procedures and mechanisms for the trialling, review, feedback and implementation of matters pertaining to:
- (i) the conclusion of the Skills Analysis Project in October 1990;
 - (ii) the creation of an appendix to the Award to contain a classification structure and associated definitions;
 - (iii) implementation of the new wage and classification structure;
 - (iv) training.

5.6 Cistern cleaners

Employees engaged in cleaning and black-varnishing cisterns shall, while actually employed, be paid char kiln firepersons' rates.

5.7 Two classes of work on one day

When any person on any one day is asked to perform 2 or more classes of work for which a differential rate fixed by this Award is applicable, such person shall be paid for the whole day at the higher rate.

5.8 Watchpersons

All employees who undertake the duties of watchpersons after their ordinary week is finished shall be paid at the rate of time and a-half for such time so worked on week days and double time for all time so worked on Sundays.

5.9 Method of work and payment for ordinary hours

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

- (a) During the nominal slack season as defined in clause 6.1.6, the Employer shall be deemed to have paid the minimum weekly rates prescribed herein if:
 - (i) in the case of an employee other than an employee deemed to be a seasonal as defined in clause 1.5.6, the employee is paid a total of 2 weeks' minimum pay over the 2 weeks' cycle; and
 - (ii) in the case of employees deemed to be seasonals as defined in clause 1.5.6, 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 6.1.6 an employee other than an employee deemed to be a seasonal as defined in clause 1.5.6 shall be paid for all ordinary hours worked each week at the weekly rate divided by 36, and employees deemed to be seasonals as defined in clause 1.5.6 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 6.1.5, all employees shall be paid for all ordinary hours worked each week at the weekly rate divided by 40.
- (d) An employee deemed to be a seasonal as defined in clause 1.5.6, shall be paid an allowance in lieu of deferred rostered days off equivalent to 5% of their ordinary earnings 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.

- 5.9.2 The hourly rate of payment for casuals during the nominal crushing season and the nominal slack season shall be the appropriate classified weekly rate prescribed for the work involved divided by 38 plus the casual loading.

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

6.1 Hours of work

- 6.1.1 The ordinary hours of all employees other than shift workers and watchpersons shall be an average of 38 hours per week, and 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.

- 6.1.2 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:

Provided further that work done outside the hours of 6.00 a.m. and 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.

- 6.1.3 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.

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

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

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

- 6.1.5 *Nominal crushing season* - For the purposes of a 38 hour week only, during the nominal crushing season (being the period of 26 weeks commencing on the first Monday of June in each year), the ordinary working hours for day workers shall not exceed 40 in any one week, or 8 in any one day.

- 6.1.6 *Nominal slack season* - For the purposes of a 38 hour week only, during the nominal slack season (being the period of 26 weeks commencing on the first Monday of December in each year), the ordinary working hours for day workers shall not exceed 40 in any one week, or 8 in any one day.

For employees other than those deemed to be seasonals in clause 1.5.6, 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.

For employees deemed to be seasonals in accordance with clause 1.5.6, 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.

The agreed rosters provided for herein shall provide for an unpaid rostered day off on a Monday, or if agreed between the Employer and the employees on a Friday:

Provided that if a rostered day off falls on a statutory holiday the rostered day off shall be taken on the next ordinary working day.

6.2 Meal breaks

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 sixth hours from the commencement of the employee's ordinary hours:

Provided that where agreed between the Employer and the majority of employees directly affected meal times may be altered or staggered.

6.3 Shift work

- 6.3.1 *Afternoon and night shift allowances* - All afternoon and night shift workers shall be paid \$9.70 per shift in addition to the rates hereinbefore prescribed.
- 6.3.2 *Nominal crushing season* - For the purposes of a 38 hour week only, during the nominal crushing season (being the period of 26 weeks commencing on the first Monday of June in each year), the ordinary working hours for shift workers shall not exceed an average of 76 hours in any one fortnight, and may be worked in accordance with a roster to be agreed between the Branch Secretary of the Union and the Employer.
- 6.3.3 *Nominal slack season* - For the purposes of a 38 hour week only, during the nominal slack season (being the period of 26 weeks commencing on the first Monday of December in each year), the ordinary working hours for shift workers shall not exceed an average of 76 hours in any one fortnight, and may be worked in accordance with a roster to be agreed between the Branch Secretary of the Union and the Employer.

For employees other than those deemed to be seasonals in clause 1.5.6, 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 an unpaid rostered day off.

For employees deemed to be seasonals in accordance with clause 1.5.6, 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:

Provided that if a rostered day off falls on a statutory holiday the rostered day off shall be taken on the next ordinary working day.

6.4 Necessary time worked before 12 midnight on Sundays and holidays

The necessary time worked before 12 midnight on Sundays and holidays shall not be deemed to be worked on Sundays or holidays or paid as overtime.

6.5 Rostered days offs

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.

6.6 Rest pauses

Every employee covered by this Award shall be entitled to a rest pause of 10 minutes duration in the Employer's time in the 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:

Provided that 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, subject to the local agreement being ratified by the Branch Secretary of the Union.

6.7 Overtime

6.7.1 Except as provided herein and except where mutually arranged between the shift employees themselves, all time worked in excess of 8 hours in any one day or before the ordinary starting time or after the ordinary ceasing time or outside the ordinary working hours or in excess of 40 hours in any one week shall be deemed overtime.

6.7.2 Except in callings where more than one shift per day is worked (in which case the rate of payment shall be double time) payment for overtime shall be at the rate of time and a-half for the first 3 hours and double time thereafter:

Provided that where employees start work between 6 a.m. and the usual starting time, time and a-half only need be paid.

Employees called upon to work overtime commencing on Saturday shall be paid at one and a-half times the ordinary rate for the first three hours and double time thereafter, with a minimum of 3 hours' work or payment therefor.

Double time shall be paid for work done on Sundays with a minimum of 3 hours' work or payment therefor:

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

6.7.3 Where an employee on day work is required to work any portion of the recognised meal hour they shall be paid

for such time at double the ordinary rates irrespective of the total hours worked on such day.

6.7.4 In the case of day workers, when a recognised meal time or portion of a recognised meal time is worked, there shall be a break of not less than 30 minutes for a meal immediately thereafter, and such time shall be paid for at ordinary rates.

6.7.5 For the purposes of a 38 hour week only:

(a) Where employees work overtime commencing on their rostered day off they shall be paid for such overtime on the same basis as if it had been worked on a Saturday; and

(b) For all overtime payment calculations the ordinary rate shall be the weekly rate divided by 38.

6.8 Fatigue break

6.8.1 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 they have not had at least 10 consecutive hours off duty between those times shall, subject to clause 6.8, be released after completion of such overtime until they have had 10 consecutive hours off duty without loss of pay for ordinary working time occurring during such absence.

6.8.2 If on the instructions of the Employer such an employee resumes or continues work without having had such 10 consecutive off duty, they shall be paid double rates until they have been released from duty for such period and they shall then be entitled to be absent until they have had 10 consecutive hours off duty without loss of pay for ordinary working time occurring during such absence:

Provided that where an employee is recalled to work overtime and works not more than 2 hours' overtime, clause 6.8 shall not apply.

6.8.3 The provisions of clause 6.8 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 -

(i) For the purpose of changing shift rosters; or

(ii) Where a shift worker does not report for duty; or

(iii) Where a shift is worked by arrangement between the employees themselves.

6.9 Overtime meal and crib breaks

6.9.1 When a day worker is required to continue working for more than one hour after the fixed ordinary 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.

6.9.2 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.

6.10 Meal allowance

6.10.1 Where any employee is called upon to continue to work after their ordinary ceasing time they shall be supplied with a meal by the Employer or shall be paid \$9.60 in lieu thereof in respect of each meal break to which they may be entitled pursuant to clause 6.9 of this Award.

6.11 Meal time

6.11.1 Except in the case of shift workers, one hour shall be allowed for meal breaks between the hours specified on each day of the week. The recognised meal hour for day workers shall be between the hours of 12 noon and 1 p.m.

6.11.2 In the case of shift workers, 30 minutes shall be allowed in each shift for crib, for which no deduction in pay shall be made.

6.11.3 Crib time shall be as follows:

30 minutes to be allowed between 12 noon and 1 p.m. day shift; between 7.30 p.m. and 8.30 p.m. afternoon shift; and between 3.30 a.m. and 4.30 a.m., night shift.

6.11.4 It may be mutually arranged between the Employer and the employees for the employees to have their crib time taken in relays at such time as not to cause a stoppage of work and no deduction shall be made for such crib times from the employees' wages.

PART 7 - LEAVE OF ABSENCE AND PUBLIC HOLIDAYS

7.1 Annual leave

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

7.1.2 For the purposes of clause 7.1 "year of employment" shall mean and include any year of employment completed on or after 3 December 1973.

7.1.3 Such annual leave shall be exclusive of any public holiday which may occur during the period of that annual leave and (subject to clause 7.1.7) shall be paid for by the Employer in advance -

- (a) In the case of any and every employee in receipt immediately prior to that leave of ordinary pay at a rate 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.

7.1.4 If the employment of any employee is terminated at the expiration of a full year of employment, the Employer shall be deemed to have been given the annual leave to the employee from the date of the termination of the employment and shall forthwith pay to the employee in addition to all other amounts due to the employee, their pay calculated in accordance with clause 7.1.7, for 4 weeks and also their ordinary pay for any public holiday occurring during such period of 4 weeks.

7.1.5 If the employment of any employee is terminated before the expiration of a full year of employment such employee shall be paid, in addition to all other amounts due to them, an amount equal to 1/12th of their pay for the period of their employment calculated in accordance with clause 7.1.7.

7.1.6 Reasonable notice of the commencement of annual leave shall be given to the employee. Except as hereinbefore provided, it shall not be lawful for the Employer to give or for any employee to receive payment in lieu of annual leave.

7.1.7 Calculation of annual leave pay

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

- (a) Shift workers - Subject to clause 7.1.7(c), the rate of wage to be paid to a shift worker shall be the rate payable for work in ordinary time according to the employee's roster or projected roster, including Saturday, Sunday or holiday shifts.
- (b) Leading hands etc. - Subject to clause 7.1.7(c), leading hand allowances and amounts of a like nature otherwise payable for ordinary time worked shall be included in the wages to be paid to employees during annual leave.
- (c) All employees - Subject to the provisions of clause 7.1.7(d), in no case shall the payment by an Employer to an employee be less than the sum of the following amounts:
 - (i) the employee's ordinary wage rate as prescribed by the Award for the period of the annual leave (excluding shift premiums and week-end penalty rates);
 - (ii) leading hand allowance or amounts of a like nature;
 - (iii) a further amount calculated at the rate of 17.5% of the amounts referred to in clauses 7.1.7(c)(i) and 7.1.7(c)(ii).
- (d) Clause 7.1.7(c) does not apply to the following:
 - (i) any period or periods of annual leave exceeding 4 weeks.
 - (ii) employers (and their employees) who are already paying (or receiving) an annual leave bonus, loading or other annual leave payment which is not less favourable to employees.

7.1.8 Annual leave shall be inclusive of any unpaid rostered days off occurring therein.

7.2 Sick leave

7.2.1 Entitlement

- (a) Every employee, except casuals and school-based apprentices and trainees, is entitled to 60.8 hours' sick leave for each completed year of their employment with their employer:

Provided that part-time employees accrue sick leave on a proportional basis.

- (b) This entitlement will accrue at the rate of 7.6 hours' sick leave for each 6 weeks of employment.
- (c) Payment for sick leave will be made based on the number of hours which would have been worked by the employee if the employee were not absent on sick leave.
- (d) Sick leave may be taken for part of a day.
- (e) Sick leave shall be cumulative, but unless the employer and employee otherwise agree, no employee shall be entitled to receive, and no employer shall be bound to make, payment for more than 13 weeks' absence from work through illness in any one year.

7.2.2 Employee must give notice

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

7.2.3 Evidence supporting a claim

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

7.2.4 Accumulated sick leave

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

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

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

7.2.5 Workers' compensation

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

7.3 Bereavement leave

7.3.1 Full-time and part-time employees

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

7.3.2 Long-term casual employees

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

7.3.3 "Immediate family" includes:

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

7.3.4 Unpaid leave

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

7.4 Long service leave

7.4.1 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.

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

7.5 Family leave

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

7.5.1 It is to be noted that:

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

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

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

7.6 Public holidays

7.6.1 Subject to clause 7.6.7 all work done by any employee on:

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

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

7.6.2 Labour Day

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

7.6.3 Annual show

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

7.6.4 *Work performed on public holidays outside the ordinary starting and finishing times*

All time worked on any of the aforesaid holidays outside the ordinary starting and ceasing times prescribed by this Award for the day of the week on which such holiday falls shall be paid for at double the rate prescribed by the Award for such time when worked outside the ordinary starting and ceasing times on an ordinary working day.

7.6.5 *Double time and a-half*

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

7.6.6 *Shift workers rostered off on a public holiday*

If a public holiday falls on a day in which a shift worker is rostered off, they shall have a day's holiday in lieu at a time to be mutually agreed between the Employer and the employee concerned.

7.6.7 *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 Jury service

An employee, other than a casual employee, required to attend for jury service during their ordinary working hours shall be reimbursed by the employer an amount equal to the difference between the amount paid in respect of their attendance for such jury service and the ordinary pay the employee would have been paid if the employee was not absent on jury service.

Alternatively, by agreement, fees (other than meal allowance) received by the employee to attend jury service will be paid to the employer and the employer will continue to pay the employee their ordinary pay for the time the employee was absent on jury service.

Employees shall notify their employer as soon as practicable of the date upon which they are required to attend for jury service and shall provide their employer with proof of such attendance, the duration of such attendance and the amount received in respect thereof.

If the employee is not required to serve on a jury for a day or part of a day after attending for jury service and the employee would ordinarily be working for all or part of the remaining day, the employee must, if practicable, present for work at the earliest reasonable opportunity.

"Ordinary pay" means the rate of pay that an employee would normally expect to receive for working ordinary hours on an ordinary day of the week, including any over-award payment. "Ordinary pay" excludes overtime, penalty rates of all types - including those attaching to working ordinary hours (for example) on a Saturday, disability allowances, shift allowances, special rates, fares and travelling time allowances, bonuses and other ancillary payments of a like nature.

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

No provisions inserted in this award relevant to this part.

PART 9 - TRAINING AND RELATED MATTERS

No provisions inserted in this award relevant to this part.

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

10.1 Accommodation

All necessary sanitary accommodation, change rooms for workers, bathrooms, place for having meals, a sufficient supply of boiling water at meal times, and a supply of cool drinking water by the installation of efficient and suitable cooling system shall be supplied by the Employer.

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 Trade union training leave

11.3.1 A Union delegate or duly elected or appointed Union representative will, upon written application by the Union to the Employer, such application being endorsed by the Union and given to the Employer at least 2 months in advance (or such lesser period as mutually agreed between the Union and the Employer/s), be granted up to 5 working days' leave (non-cumulative) on ordinary pay each calendar year to attend courses or seminars conducted by the Union. The scope, content and level of such courses or seminars must be such as to contribute to a better understanding of industrial relations within the Employer's operations.

Other courses mutually agreed between the Union and an Employer, or Employers, may be included under clause 11.3.

11.3.2 Any written application by the Union seeking release of a delegate or representative to attend a course will 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.

11.3.3 For the purposes of clause 11.3 "ordinary pay" means the ordinary time rate of pay payable to the employee exclusive of any allowance for travelling time and fares.

- 11.3.4 The granting of such leave is subject to the employee having at least 6 months' continuous service with the employer prior to such leave being granted and being the elected Union delegate/representative.
- 11.3.5 Unless otherwise agreed the maximum number of employees of one and the same employer attending a training course or seminar each year will be as follows:
- | | |
|---|---|
| Where the employer employs between 10-50 employees | 1 |
| Where the employer employs between 51-100 employees | 2 |
| Where the employer employs over 100 employees | 4 |
- 11.3.6 The granting of such leave is subject to the convenience of the employer so that the operations of the enterprise will not be adversely affected.
- 11.3.7 Where an employer approaches the Union and demonstrates genuine difficulties with respect to the release of a particular Union delegate or representative at a particular time (including where the employer might have previously advised of its ability to release such Union delegate or representative) the Union will not unreasonably press its request for the release of that delegate/representative at that time. If the matter is not amicably resolved, it will be processed in accordance with the grievance and dispute settling procedure contained in clause 3.2.
- 11.3.8 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.
- 11.3.9 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 or with any other concessional leave.
- 11.3.10 Such paid leave will not affect other leave granted to employees under this Award.
- 11.3.11 On completion of the course the employee must, 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.

Dated 11 May 2004.

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

Operative Date: 17 May 2004