

QUEENSLAND INDUSTRIAL RELATIONS COMMISSION

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

**SUGAR CANE TESTERS AWARD - STATE 2003**

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

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

Dated 1 November 2010.

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

**SUGAR CANE TESTERS AWARD - STATE 2003**

**PART 1 - APPLICATION AND OPERATION**

**1.1 Title**

This Award is known as Sugar Cane Testers Award - State 2003.

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### 1.3 Date of operation

This Award takes effect from 6 October 2003.

### 1.4 Coverage

This paid rates Award applies to employees employed as Cane Testers (as defined in clause 5.1) whose rates of remuneration are fixed by the Award.

### 1.5 Definitions

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

- 1.5.2 "Casual Employee" means an employee who is engaged as a casual and is paid on an hourly basis.
- 1.5.3 "Commission" means the Queensland Industrial Relations Commission.
- 1.5.4 A "Continuous Shift Worker" means an employee who works shift work where the ordinary hours of work are regularly rotated in accordance with a shift roster covering 2 or more shifts per day, over a period of 7 days per week or 14 days per fortnight.
- 1.5.5 "Part-time Employee" means an employee who is engaged on a part-time basis and paid at ordinary hourly rates for ordinary work and who is entitled to all of the benefits of the Award based on a *pro rata* basis.
- 1.5.6 "Union" means The Australian Workers' Union of Employees, Queensland or The Queensland Public Sector Union of Employees.

## **1.6 Area of operation**

1.6.1 This Award is to operate within the sugar industry in the State of Queensland.

1.6.2 *Districts:*

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

(a) Southern District

All that portion of the State of Queensland south of the Tropic of Capricorn.

(b) Central District

All that portion of the State of Queensland between the Tropic of Capricorn and the twentieth parallel of south latitude.

(c) Northern District

All that portion of the State of Queensland north of the twentieth parallel of south latitude.

## **1.7 Parties bound**

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

## **PART 2 - FLEXIBILITY**

### **2.1 Enterprise flexibility**

- 2.1.1 As part of a process of improvement in productivity and efficiency, discussion should take place at each enterprise to provide more flexible working arrangements, improvement in the quality of working life, enhancement of skills, training and job satisfaction and to encourage consultative mechanisms across the workplace.
- 2.1.2 The consultative processes established in an enterprise in terms of clause 2.1 may provide an appropriate mechanism for consideration of matters relevant to clause 2.1.1. Union delegates at the place of work may be involved in such discussions.
- 2.1.3 Any proposed genuine agreement reached between an employer and employee(s) in an enterprise is contingent upon the agreement being submitted to the Commission in accordance with chapter 6 of the Act and is to have no force or effect until approval is given.

## **PART 3 - COMMUNICATION, CONSULTATION AND DISPUTE 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 listed 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 a Union may report the grievance or dispute to senior management or the nominated industrial representative. This should occur as soon as it is evident that discussions under 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 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.

### **3.2 Joint consultative committee**

- 3.2.1 The parties agree to establish a Joint consultative committee to be the forum for consulting, discussing and negotiating any industrial matter arising under this Award, or any industrial matter whatsoever.
- 3.2.2 The Joint Consultative Committee shall comprise representation of the employer, the Unions and where considered necessary and appropriate, employees and district level officials of either Union.

### **3.3 Enterprise Agreement**

- 3.3.1 As part of the Structural Efficiency exercise and as an ongoing process, improvements in productivity and efficiency, discussion should take place with the employer 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 various workplaces, to all employees.
- 3.3.2 The Consultative process established with the employer in terms of this Award may prove an appropriate mechanism for consideration of matters relevant to clause 3.3. Union delegates at the place of work may be involved in such discussions.
- 3.3.3 Any proposed genuine agreement reached between the employer and employee(s) is contingent upon:
  - (a) a majority of employees affected genuinely agreeing to the changes;
  - (b) the agreement being consistent with the current State Wage Case principles;
  - (c) the relevant Unions (of employees or employers) being invited to participate in any discussions which may involve alterations to award conditions, (and may be a party to any resultant agreement);

- (d) changes sought in such agreements not affecting award provisions reflecting currently established standards of the Commission;
- (e) 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 made as part of the implementation of the Structural Efficiency Principle;
- (f) it is a term of this Award that amendments to the Award arising from discussions may be the subject of a trial without breaching the terms of the relevant Award.

3.3.4 The relevant Unions (of employees or employers) shall not unreasonably withhold consent to an agreement reached between the parties.

3.3.5 As the agreement purports to alter award conditions:

- (a) 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;
- (b) The relevant Unions (and where appropriate of employers) are to be advised of such an application, its contents and the date of hearing.

3.3.6 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 provisions of the relevant and named Award to the extent of any inconsistency therewith.

3.3.7 Hereafter the agreement will have the effect of an award and is to be posted and displayed as required.

3.3.8 If the agreement is not approved it shall have no force or effect but may be remitted to the parties for further consideration.

3.3.9 Upon exhaustion of grievance procedure processes any disputed areas are subject to conciliation, mediation or arbitration.

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

##### **4.1 Employment categories**

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

Employment categories are:

- (a) full-time;
- (b) part-time (as defined); or
- (c) casual (as defined).

##### **4.2 Casual employees**

4.2.1 The ordinary hourly rate of pay for Casual Employees shall be calculated by dividing the rate for a Cane Tester Level 2 in clause 5.2, by 76 and adding 23%.

In addition to the above, Casual Employees shall be entitled to the payment of any applicable allowance, including shift allowance, based *pro rata* on the number of hours worked.

##### **4.3 Relieving higher duties**

Where an employee is required to relieve another employee of higher salary classification at the same sugar mill for more than one day, and such employee is required to assume the full duties and responsibilities of the employee so relieved, then the employee shall be paid at the salary of the employee being relieved, for the whole time so worked.

##### **4.4 Recognition of previous service**

4.4.1 An employee covered by this Award shall be deemed to have had continuous service if the continuity of an employee's service with the employer is not broken, and never has been broken, by the employee not being employed by the employer between seasons if:

- (a) in one season the employee's service with the employer continued until at least the termination of the season

or until an earlier date on which the employee's employment was terminated by the employer, and

- (b) in the following season, the employee's service with the employer commenced at least on the opening of the season or on a later date in that season on which the employer required the employee to commence employment.

#### **4.5 Operations agreement**

- 4.5.1 From 1 June 1997 agreements may be reached on any matter between the employer, the majority of the employees and/or the industrial representative.
- 4.5.2 The parties shall not unreasonably oppose such agreements.
- 4.5.3 Such agreements will be incorporated in the Memorandum of Understanding.
- 4.5.4 The Memorandum of Understanding between the parties is available upon request to each employee.

#### **4.6 Commitments of parties**

- 4.6.1 In line with the Objects of Enterprise Bargaining or contained in the Act, the parties to this Award have an ongoing commitment to labour market reform directed at increased productivity, continuous improvement in the workplace, the achievement of best practice, increased work satisfaction and career opportunities.
- 4.6.2 In this regard the parties also commit themselves to maintaining a modern Award to assist in achieving the matter outlined in clause 4.6.1.

#### **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 amended from time to time, which includes:
  - (a) discrimination on the basis of sex, marital status, family responsibilities, pregnancy, parental status, age, race, impairment, religion, political belief or activity, trade union activity, lawful sexual activity and association with, or relation to, a person identified on the basis of the above attributes;
  - (b) sexual harassment; and
  - (c) racial and religious vilification.
- 4.7.2 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 (a) above, employees 45 years old or over and who have completed at least 2 years' continuous service with the employer shall be entitled to an additional week's notice.

(c) Payment in lieu of notice shall be made if the appropriate notice is not given:

Provided that employment may be terminated by part of the period of notice specified and part payment in lieu thereof.

(d) In calculating any payment in lieu of notice the minimum compensation payable to an employee will be at least the total of the amounts the employer would have been liable to pay the employee if the employee's employment had continued until the end of the required notice period. The total must be worked out on the basis of:

- (i) the ordinary working hours to be worked by the employee; and
- (ii) the amounts payable to the employee for the hours including for example allowances, loadings and penalties; and
- (iii) any other amounts payable under the employee's employment contract.

(e) The period of notice in this clause shall not apply in the case of dismissal for misconduct or other grounds that justify instant dismissal, or in the case of a casual employee, or an employee engaged by the hour or day, or an employee engaged for a specific period or tasks.

#### 4.8.3 *Notice of termination by employee*

The notice to termination required to be given by an employee shall be one week, or payment forfeited in lieu thereof.

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

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

##### *4.10.2 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 4.8.
- (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 this clause in the Award transmitted from an employer (transmittor) to another employer (transmittee), and an employee who at the time of such transmission was an employee of the transmittor of the business, becomes an employee of the transmittee:
  - (i) the continuity of the employment of the employee shall be deemed not to have been broken by reason of such transmission; and
  - (ii) the period of employment which the employee has had with the transmittor or any prior transmittor shall be deemed to be service of the employee with the transmittee.
- (b) In clause 4.10.3, '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, 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 employees engaged for a specific period or task(s); or
- (c) to casual employees.

#### 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 Trainees**

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

### **4.12 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 *Cane Tester Level 1*

(a) Description

Appointed by the employer to carry out established cane testing requirements in accordance with the operational requirements of the employer; completes procedural tasks under general supervision; more complex tasks needing theory and more motor skills are completed under direct supervision.

Typical tasks would include, for example:

- (i) The analysis of juice for payment or audit purposes
- (ii) The determination of fibre in cane
- (iii) The supervision of the sampling system
- (iv) Checking the cane weighbridge for zero error and range

(b) Performance/Capacity

Capacity to perform and acquire knowledge of work requirements in accordance with the operational requirements and instructions of the employer.

(c) Qualifications

Certificate in Laboratory Chemistry (Sugar) or an equivalent certificate as recognised by the employer.

### 5.1.2 *Cane Tester Level 2*

(a) Description

Appointed by the employer and carries out established cane testing requirements in accordance with the operational requirements of the employer; demonstrated capacity for self directed application; selects and uses appropriate techniques and equipment. Requires discretion and judgement in selection of equipment, work organisation, services, actions and achieving outcomes within time constraints. May supervise a Level 1 Cane Tester in accordance with operational requirements.

Typical tasks would include, for example:

- (i) The analysis of juice for payment or audit purposes
- (ii) The determination of fibre in cane
- (iii) The supervision of the sampling system
- (iv) Checking the cane weighbridge for zero error and range

(b) Performance/Capacity

Has knowledge of and demonstrated performance of work requirements in accordance with the operational requirements and instructions of the employer.

(c) Qualifications

Certificate in Laboratory Chemistry (Sugar) or equivalent and further training relevant to the "*Cane Testers Technical Handbook*" in the area of laboratory organisation and cane testing commensurate with the skills, knowledge, autonomy and responsibility of a Cane Tester at Level 2 or the recognition of similar skills resulting from prior learning, recognised and accepted by the employer, subject to clause 9.2.3.

### 5.1.3 *Cane Tester Level 3*

(a) Description

Appointed by the employer and carries out established cane testing requirements in accordance with the operational requirements of the employer; demonstrated capacity for self directed application of theory and motor skills, plus may involve responsibility for and limited organisation of the work of others. May be required to supervise Level 1 or 2 Cane Testers in accordance with operational requirements. This level is recognised as 100% relativity level in line with this Award.

Typical tasks would include, for example:

- (i) The analysis of juice for payment or audit purposes
- (ii) The determination of fibre in cane
- (iii) The supervision of the sampling system
- (iv) Checking the cane weighbridge for zero error and range

- (v) Supervising entry of fibre values for payment purposes
- (vi) Checking farmers payments slips
- (vii) Checking allocation of CCS for delayed cane and missed samples

(b) Performance/Capacity

Has knowledge of and well demonstrated performance of work requirements in accordance with the operational requirements and instructions of the employer.

(c) Qualifications

Certificate in Laboratory Chemistry (Sugar) or equivalent and further training relevant to the "*Cane Testers Technical Handbook*" in the area of higher computing skills, data analysis and advanced cane testing procedures commensurate with the skills, knowledge, autonomy and responsibility of a Cane Tester at Level 3 or the recognition of such skills resulting from prior learning, recognised and accepted by the employer, subject to clause 9.2.3.

#### 5.1.4 Cane Tester Level 4

(a) Description

Appointed by the employer and carries out established cane testing requirements in accordance with the operational requirements of the employer; makes autonomous use of a high degree of the theory of applied knowledge; may require highly developed motor skills; may undertake significant creative planning, designing or supervisory functions related to products, services, operations or processes and the output of others; will have the capacity to supervise Levels 1, 2 and 3 Cane Testers.

Typical tasks would include, for example:

- (i) The analysis of juice for payment or audit purposes
- (ii) The determination of fibre in cane
- (iii) The supervision of the sampling system
- (iv) Checking the cane weighbridge for zero error and range
- (v) Supervising entry of fibre values for payment purposes
- (vi) Checking farmers payments slips
- (vii) Checking allocation of CCS for delayed cane and missed samples
- (viii) Liaison with mill management, district canegrowers representatives and farmers regarding weighing, sampling, analysis and allocation of CCS
- (ix) Preparing administrative documents and reporting to the employer
- (x) Supervision, training and assessment of staff.

(b) Performance/Capacity

Has detailed knowledge of and shown well demonstrated performance of work requirements in accordance with the operational requirements and instructions of the employer.

(c) Qualifications

Cane Tester Level 3 qualifications or equivalent, and further training relevant to the "*Cane Testers Technical Handbook*" in the area of advanced computing skills, data analysis, supervision, administration and performance appraisal skills commensurate with the skills, knowledge, autonomy and responsibility of a Cane Tester at Level 4 or the recognition of skills resulting from prior learning, recognised and accepted by the employer, subject to clause 9.2.3.

## 5.2 Salaries

The classifications and salaries shall be as follows:

### Fortnightly Salary

Classification	Relativity	Southern District
	%	\$
Cane Testers Level 1	85	1,468.30
Cane Testers Level 2	93	1,557.50
Cane Testers Level 3	100	1,643.10
Cane Testers Level 4	110	1,759.70

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

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

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

### **5.3 District parities**

5.3.1 Employees employed outside the Southern District shall be paid the following amounts in addition to the wage rates prescribed by clause 5.2 for the District in which they are employed:

	Per Fortnight
	\$
Northern District	2.10
Central District	1.80

### **5.4 Payment of wages**

Payment of salary shall be made fortnightly. Salaries shall be paid by electronic funds transfer as a direct deposit to the employee's nominated account.

### **5.5 Allowances**

#### *5.5.1 Meal allowance*

##### (a) Day workers

Day workers who work more than one hour prior to normal starting time or one hour past their normal finishing time on any day between Monday to Friday inclusive, or who continue work for more than 4 hours on a Saturday or Sunday, at other than a continuous crushing sugar mill, shall be entitled to the provision of a suitable meal or shall be granted a meal allowance of \$10.00 in addition to any payment for overtime to which they are entitled.

##### (b) Shift workers

Shift workers shall be compensated as provided for in clause 5.5.1(a) for work performed Monday to Friday:

Provided that shift workers shall not normally receive a meal allowance for rostered week-end overtime or rostered overtime shift under continuous crushing. Excepting that if work is performed more than one hour prior to or after the rostered shift a meal allowance shall be paid.

#### *5.5.2 Travelling allowances*

Employees required to travel to their place of employment at the beginning of the crushing season, and from their place of employment at the end of the crushing season, shall be reimbursed for actual reasonable expenses incurred for accommodation and meals en route, on the presentation of receipts.

Employees required to travel to and from their place of employment shall also be reimbursed for other travel expenses at either:

(i) 27 cents per kilometre to and from such employment travelled by the employee by motor vehicle, with the proviso that only one allowance shall be paid per vehicle in the event of joint travelling arrangements provided that the employer may exercise a discretion as to whether travel expenses are calculated from the employee's mailing address or actual residential address at the time of embarking upon such travel, to and from the place of employment; or

(ii) bus, economy class air or rail fares;

subject to confirmation by the employer and receipts being provided:

Provided further that in any circumstance, any travel expenses paid shall not be in excess of the applicable full economy class airfare.

#### *5.5.3 Travel Time Pay*

- (a) Employees travelling by motor vehicle in Queensland to take up employment, in addition to any other entitlements in accordance with this subclause, shall be entitled to travelling pay at ordinary time rate on the basis of one hour's ordinary pay for each 80 kilometres travelled or part thereof.
- (b) Employees travelling by any other modes of transport in addition to any other entitlements in accordance with this subclause, shall be entitled to 8 hours ordinary pay.
- (c) Provided that in respect of payments made in accordance with subclauses (i) and (ii), that the employer may exercise a discretion as to whether travelling pay is calculated from the employee's mailing address or actual residential address at the time of embarking upon such travel, to the place of employment.

#### 5.5.4 *Temporary Accommodation*

- (a) Where an employee has not been able to make necessary accommodation arrangements prior to relocating to the sugar mill area where employed, and is required to seek temporary accommodation at a registered hotel or motel or in hired caravans on caravan sites, shall be reimbursed reasonable expenses, to the maximum of 50% for the residential component, for a period not exceeding 2 weeks:
- (b) Provided that, in special circumstances the employer in its sole discretion, may make reimbursement for portion of the cost of temporary accommodation in excess of the period of 2 weeks.

#### 5.5.5 *Movement Allowance*

Employees required to take up duties at a sugar mill away from their normal place of residence for the duration of the crushing season shall be entitled to an allowance of \$15 dollars per week.

#### 5.5.6 *Shift Allowance*

Employees who work designated ordinary time afternoon or night shift shall be paid an allowance of \$9.70 per shift in addition to the ordinary rate.

### **5.6 Occupational Superannuation**

In addition to the rates of pay prescribed by this Award, eligible employees shall be entitled to Occupational Superannuation Benefits, subject to the relevant provisions of the *Superannuation Guarantee Charge Act 1992*.

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

### **6.1 Hours of work**

6.1.1 In recognition of the need to achieve increased productivity and efficiencies, workplace reform and best practice, it is agreed that hours of work for both traditional cane testing arrangements and programs approved in accordance with the *Sugar Industry Act 1999* shall be flexible and be worked in accordance with the contents of clause 6.1.

6.1.2 Except as hereafter provided ordinary hours may be worked as either day work or shift work up to and including 10 consecutive ordinary hours per day, and subject to clauses 6.1.4, 6.1.8, 6.1.9 and 6.1.10 shall be applied on any one or combination thereof of the following:

- (a) 38 hours per maximum 5 days out of any 7 consecutive day period; or
- (b) 76 hours per maximum 10 days out of any 14 consecutive day period:

Provided that the working of day work or day shift work of between 10 and 12 consecutive ordinary hours per day, shall be in association with programs approved in accordance with the *Sugar Industry Act 1999* and shall be subject to mutual consent between the employer and the employees involved.

6.1.3 The basis of ordinary hours shall be advised to the employee at the time of engagement. Any subsequent change by the employer to such basis requires 14 days' notice by the employer.

6.1.4 All employees may however, be required to work a 40 hour week, or a 80 hour fortnight during the crushing season and in recognition of this, each employee shall be entitled to bank 2 hours per week to be credited to their Accumulated Hours Credit Bank with such accumulated credit to be taken in lieu of stand down or at a time agreed to between the employer and the employee but so as not to interrupt the orderly arrangement of work or be paid out in full at the termination at the end of each season by each employee, or by any combination thereof.

6.1.5 Daily starting and ceasing times and work rosters for either day work or shift work shall be as agreed direct between the employer and the employees concerned subject to that both day work and day shift ordinary hours

shall not commence before 5 a.m. each day.

#### 6.1.6 *Rostered days off*

Employee/s working flexible hours in accordance with clause 6.1 shall be entitled to rostered days off as follows:

- (a) Employee/s working on the basis of 38 hours per 7 consecutive day period, shall be entitled to a minimum of 2 days off in the 7 consecutive day period, and where practicable such days off shall be consecutive, and taken at a time as mutually agreed between the employer and the employee/s.
- (b) Employee/s working on the basis of 76 hours per 14 consecutive day period, shall be entitled to a minimum of 4 days off in the 14 consecutive day period, and where practicable at least 2 such days off shall be consecutive. Days off shall be taken at times as mutually agreed between the employer and the employee/s.

6.1.7 Subject to the provision of clause 6.2 (Overtime), where the employer is required to provide random cane testing in accordance with any program approved in accordance with the *Sugar Industry Act 1999*, ordinary hours may not be consecutive provided that no employee shall be required to work such ordinary hours over more than a 16 consecutive hour spread.

#### 6.1.8 *Shift work premiums*

Any employees working rotating shift work, who are required to work their shifts other than day shift 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 in any one period at the rate of time and a-quarter.

6.1.9 A break at least equal to the period worked on night shifts shall be allowed before an employee is required to resume night shift, otherwise they shall be paid time and a-quarter when they resume night shift.

6.1.10 All ordinary time worked by any employee other than "Continuous Shift Worker", on the recognised shift between 12 midnight Friday and 8.00 a.m. Saturday in any one week, shall be paid for at one and a-half times the ordinary rate. Such payment shall be in addition to any allowance payable for the working of a night shift.

#### 6.1.11 *Extra week-end payments for continuous shift work*

Where continuous shift work is over 7 days per week, or 14 days per fortnight, all Continuous Shift Workers, including casuals, shall be paid at one and a-half times their ordinary rate for all ordinary time worked 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.

#### 6.1.12 *Ordinary day work - Saturday/Sunday*

Where an employee's work roster requires the employee to work either Saturday or Sunday as part of the ordinary time, whether the roster is based over 7 days per week, or 14 days per fortnight, such an employee (including casuals), shall be paid at one and a-half times their ordinary rate for all ordinary time so worked.

### **6.2 Overtime**

6.2.1 All time worked in excess of or outside of the ordinary working hours shall be regarded as overtime.

#### 6.2.2 *Day workers*

All overtime on any one day, except as hereinafter provided in clauses 6.2.3 and 6.2.4 shall be paid for at one and a-half times the ordinary rate for the first 3 hours and double time thereafter.

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

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

#### 6.2.4 *Work on rostered days off*

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

(a) For employees working on the basis of 38 hours per 7 consecutive day period:

- (i) on the first day of the 2 days off, at the rate of time and a-half for the first 3 hours and double time thereafter, with a minimum of 2 hours work or payment therefore;

(ii) on the 2nd day of the 2 days off, at the rate of double time with a minimum of 2 hours work or payment therefore.

(b) For employees working on the basis of 76 hours per 14 consecutive day period:

- on the first 2 days of the 4 days off, at the rate of time and a-half for the first 3 hours and double time thereafter, with a minimum of 2 hours work or payment therefore;
- on the 2nd 2 days of the 4 days off, at the rate of double time, with a minimum of 2 hours work or payment therefore.

#### 6.2.5 *Shift workers*

- (a) In callings wherein more than one shift per day is worked all overtime shall be paid for the rate of double time.
- (b) Any employee required to work overtime on the recognised shift between 12 midnight Friday and 8.00 a.m. Saturday in any week, shall be paid for the time so worked at 2 and a-half times the ordinary rate.
- (c) Where overtime crushing shifts are worked at week-ends by shift workers, all shift workers so engaged shall be paid an allowance at the rate of 25% of their ordinary time rate in addition to the appropriate overtime rates.

#### 6.2.6 *Extended overtime*

Except for employees engaged in random cane testing in accordance with any program approved under the *Sugar Industry Act 1999*, employees who work 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 6.2.6 be released after the 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. If on the instructions of their employer, employees resume or continue work without having had such 10 consecutive hours off duty, they shall be paid double rates until they are 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 the ordinary working time occurring during such absence.

The provisions of clause 6.2.6 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 arrangements between the employees themselves with approval of the cane tester in charge.

#### 6.2.7 *Cane tester in charge call out*

Where a cane tester in charge is called out to return to the sugar mill, such employee shall be paid a minimum of 2 hours' pay at overtime rates for each call out.

### **6.3 Meal breaks**

#### 6.3.1 *Shift workers*

During the ordinary hours in crushing mode, all employees including cane testers in charge designated as shift workers, shall be allowed a meal break of 30 minutes duration between the 3rd and 5th hours of duty. The meal break shall be counted as working time and shall be taken so as not to interfere with the continuity of work where such continuity is necessary.

#### 6.3.2 *Day workers*

During the ordinary hours employees shall be allowed a minimum period of 30 minutes for a meal break between the 3rd and 5th hours of duty. The meal break shall not be counted as working time.

### **6.4 Rest pauses**

6.4.1 Employees shall be entitled to a paid rest pause of 10 minutes' duration in the first and 2nd half of their daily work. Such rest pauses shall be taken at such times as will not interfere with the continuity of work where such continuity is necessary:



Provided that where there is agreement between the employer and the majority of employees concerned, the rest pauses may be combined into one 20 minute rest pause to be taken in the first part of the ordinary working day, with such 20 minute rest pause and the meal break arranged in such a way that the ordinary working day is broken up into 3 approximately equal working periods.

6.4.2 Consent to combine the rest pauses shall not be unreasonably withheld by either party.

## **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 full year of employment be entitled to annual leave on full pay of 4 weeks.

7.1.2 Such annual leave shall be inclusive of any unpaid rostered days off occurring therein but shall be exclusive of any public holiday which may occur during the period of annual leave and (subject to clause 7.1.5 of this clause) shall be paid for by the employer in advance:

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

(b) In every other case, at the ordinary time 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 date of termination of employment and shall forthwith pay to the employee, in addition to all other amounts due, termination pay, calculated in accordance with clause 7.1.5 for 4 weeks and also ordinary time pay for any public holiday occurring during such period of 4 weeks.

7.1.4 If the employment of an employee is terminated before the expiration of a full year of employment, such employee shall be paid, in addition to all other amounts due, an amount equal to 1/12th of the employee's ordinary time earnings paid for the period of employment, in lieu of annual leave.

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

### *7.1.5 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 7.1.5(b), the rate to be paid to a shift worker shall be the ordinary time rate according to the employee's roster or projected roster, including Saturday, Sunday and public holidays.

(b) *All employees*

Subject to the provisions of clause 7.1.5(c), 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 time rate as prescribed by the Award for the period of the annual leave (excluding shift premiums and week-end penalty rates);

(ii) a further amount calculated at the rate of 17.5% of the amounts referred to in clause 7.1.5(b)(i).

(c) The provisions of clause 7.1.5(b) 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.

## **7.2 Sick leave**

### *7.2.1 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 the employee were not absent on sick leave.
- (d) Sick leave may be taken for part of a day.
- (e) Sick leave shall be cumulative, but unless the employer and employee otherwise agree, no employee shall be entitled to receive, and no employer shall be bound to make, payment for more than 13 weeks' absence from work through illness in any one year.
- (f) Part-time Employees accrue sick leave on a proportional basis.

### *7.2.2 Employee must give notice*

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

### *7.2.3 Evidence supporting a claim*

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

### *7.2.4 Accumulated sick leave*

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

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

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

### *7.2.5 Workers' compensation*

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

## **7.3 Bereavement leave**

### *7.3.1 Full-time and part-time employees*

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

### *7.3.2 Long-term casual employees*

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

### *7.3.3 "Immediate family" includes:*

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

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

7.3.5 Provided the employee shall be entitled to a maximum of 2 days leave without loss of pay on each occasion and on the production of satisfactory evidence of the death outside Australia of an employee's spouse, father or mother, and where such employee travels outside of Australia to attend the funeral.

#### **7.4 Long service leave**

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

#### **7.5 Family Leave**

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

7.5.1 It is to be noted that:

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

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

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

#### **7.6 Special Leave**

Upon application and approval by the employer, an employee may be granted special leave of absence without pay for a short period during the course of their employment.

#### **7.7 Examination leave**

7.7.1 Where employees are studying for a qualification deemed by the employer to be relevant to their employment, they shall be allowed leave on full pay to attend the examination.

7.7.2 Additional leave may be granted at the discretion of the employer having regard to such matters as distances to be travelled, mode of transport and availability of transport etc.

#### **7.8 Industrial relations training leave**

7.8.1 Upon written application to the employer by an employee who is a member of either Union, and such application being endorsed by the relevant Union and the employee having given to the employer at least one month's notice, such employee shall, subject to clause 7.8.3, be granted up to 5 working days' leave (non-cumulative) on ordinary pay each calendar year or *pro rata* where the period of service is less than one calendar year, to attend approved industrial relations courses and seminars.

7.8.2 For the purposes of clause 7.8 "ordinary pay" means at the ordinary weekly rate paid to the employee exclusive of any allowance for travelling time and fares.

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

- (a) The granting of such leave shall be subject to the convenience of the employer and so that the operations of the employer will not be unduly affected. The employer may determine the maximum number of employees

to be absent on leave under this clause at any one time and the maximum aggregate periods annually by employees.

- (b) The scope, content and leave of the course shall be such as to contribute to a better understanding of industrial relations within the employer's operations.
- (c) In granting such paid leave, the employer is not responsible for any additional costs except the payment of extra remuneration where relieving arrangements are instituted to cover absence of the employee;
- (d) Leave granted to attend approved courses will not incur additional payment if such courses coincide with the employee's day off or with any other concessional leave; and
- (e) Such paid leave will not affect other leave granted to employees under this Award.

## **7.9 Public holidays**

7.9.1 Employees shall be entitled to public holidays and to payment for work on such public holidays pursuant to section 15 of the Act.

7.9.2 Employees required to work overtime, i.e. in excess of normal working hours, on public holidays shall be paid for such time worked at double the rate provided for by clause 6.2 (Overtime) of this Award.

7.9.3 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 or alternatively, they shall be granted an extra day's ordinary pay to be paid on the next succeeding pay day.

## **7.10 Jury service**

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

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

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

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

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

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

No provisions inserted in this Award relevant to this part.

## **PART 9 - TRAINING AND RELATED MATTERS**

### **9.1 Commitment to training and careers**

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

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

## **9.2 Vocational training**

- 9.2.1 The parties acknowledge that varying degrees of training are provided to employees via both internal on-the-job training and also through external training facilities.
- 9.2.2 The parties to the Award are committed to continuing and developing such training as is required and deemed appropriate, and where necessary in cases improving training and/or access to training for employees.
- 9.2.3 Through the Joint Consultative Committee, the parties agree to commence discussions to develop accredited training modules based on competency standards required by the industry. Where appropriate, existing nationally recognised modules will be included. Accredited training will be developed for all Cane Testers relevant to National Standards.

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

### **10.1 Clothing and footwear**

- 10.1.1 Safety footwear shall be initially purchased by the employees and shall be worn at all times when on duty. The cost of such safety footwear to a maximum value of \$90.00 per season shall be reimbursed upon application by the employee, with such application being supported by original receipt.
- 10.1.2 An allowance for the purchase of laboratory coats and/or other suitable protective clothing to the value of \$70.00 is provided upon application by the employee, approved by the employer.
- 10.1.3 Safety helmets and other safety equipment, where required, will be provided by the employer.
- 10.1.4 Such equipment is to remain the property of the employer.
- 10.1.5 Any equipment provided on behalf of the employer by a sugar mill, shall remain the property of the particular sugar mill.
- 10.1.6 In all circumstances, both the employer and the employees shall take such steps as may be necessary to meet all obligations in accordance with the *Workplace Health and Safety Act 1995*.

## **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 the employee does not want that employee's record inspected.
- (c) The authorised industrial officer may make a copy of the record, but cannot require any help from the employer.
- (d) A person must not coerce an employee or prospective employee into consenting, or refusing to consent, to the inspection of their records by an authorised industrial officer.

### 11.1.4 *Discussions with employees*

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

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

### 11.1.5 *Conduct*

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

## **11.2 Time and wages record**

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

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

11.2.2 The time and wages record must also contain:

- (a) the employee's full name and address;
- (b) the employee's date of birth;

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

11.2.3 The employer must keep the record for 6 years.

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

### **11.3 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.

### **11.4 Posting of Award**

A true copy of this Award shall be made available to each employee and shall be displayed in a conspicuous and convenient place on the premises of the employer and at the workplace, so as to be easily read by employees.

Dated 5 August 2003.

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

Operative Date: 6 October 2003