

QUEENSLAND INDUSTRIAL RELATIONS COMMISSION

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

**TRANSPORT DISTRIBUTION AND COURIER INDUSTRY AWARD - NORTHERN AND  
MACKAY DIVISIONS 2004**

Following the Declaration of the General Ruling for Overtime Meal Allowance (matter numbers B/2010/34 and B/2010/38), the Transport Distribution and Courier Industry Award - Northern and Mackay Divisions 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 Transport Distribution and Courier Industry Award - Northern and Mackay Divisions 2003 as at 1 January 2011.

Dated 1 March 2011.

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

**TRANSPORT DISTRIBUTION AND COURIER INDUSTRY AWARD - NORTHERN AND  
MACKAY DIVISIONS 2004**

**PART 1 - APPLICATION AND OPERATION**

**1.1 Title**

This Award is known as the Transport Distribution and Courier Industry Award - Northern and Mackay Divisions 2003.

**PART 1 - APPLICATION AND OPERATION**

**1.2 Arrangement**

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**1.3 Date of operation**

This Award takes effect from 1 December 2003.

**1.4 Award coverage**

1.4.1 This Award applies to carters, drivers, drivers' assistants, and yardpersons and to employees who deliver goods principally by bicycle or motor cycle, and to drivers of motor lorries.

1.4.2 This Award will also apply to draypersons, vanpersons, lorrypersons whose terms and conditions are further defined at Schedule 1.

1.4.3 This Award does not apply to:

(a) Employees covered by the:

- (i) Brewing Industry Award - State 2002; or
- (ii) Baking, Processing, Distribution and Manufacturing Industry Award - Northern Division 2002; or
- (iii) Lifeline Community Care Queensland Enterprise Award - State 2005.

(b) Drivers of retail milk carts distributing locally produced milk, farmers carting maize to the Atherton Tableland maize silos, Australia Post carts (contracts), or teamsters engaged in hauling timber and wool.

**1.5 Area of operation**

For the purposes of this Award, the Divisions and Districts are as follows:

**1.5.1 Divisions**

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

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

**1.5.2 Districts**

(a) Northern Division:

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

Western District - The remainder of the Northern Division.

**1.6 Definitions**

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

1.6.2 "Aerodrome Attendant" means an employee employed principally in driving and/or operating any aviation refuelling or servicing unit or equipment or hydrant dispensing system at an aerodrome to deliver aviation fuels, lubricants and/or other aviation products to aircraft and in receiving, storing and distributing such fuels, lubricants and other products at an aerodrome depot, including the performance as required of all tasks ancillary to such receipt, storage, distribution and delivery:

Provided that this definition shall not be construed to exclude allotment by the employer of other duties connected with the safe and efficient operation of vehicles, units, plant and equipment, and the general tidiness of facilities at an airport depot and the safety of personnel, or the bridging of stocks from terminals or depots to airports by an Aerodrome Attendant.

1.6.3 "Articulated Vehicle" means a vehicle with 3 or more axles, comprising a power unit (called "tractor truck", "prime mover" etc.) and semi-trailer which is superimposed on the power unit, and coupled together by means of a king pin revolving on a turntable and is articulated, whether automatically detachable or permanently coupled.

1.6.4 "Assistant Aerodrome Attendant" means any person, other than the driver or operator referred to in clause 1.6.2, who is employed in or in connection with the refuelling or servicing of aircraft.

1.6.5 "Baker's Carter" means an employee driving a motor vehicle or other mechanically propelled vehicle used by a bread manufacturer for the delivery of bread or other merchandise to retail or wholesale buyers.

1.6.6 "Baker's Carter Assistant" means an employee who assists a Baker's Carter in any capacity with their work.

1.6.7 "Bulk Carter" means an employee of a bread manufacturer who is employed as a driver, whose Carrying Capacity is registered at no less than 3 tons, carrying bulk supplies of bread and allied products from the place of manufacture to their employer's bulk depots or wholesale outlets.

1.6.8 "Carrying Capacity" or "Tons Carrying Capacity" means the capacity claimed by the makers or agents in their catalogues or price lists.

Where the makers' or agents' catalogues or price lists are not available the capacity shall be that registered under the Transport Operation (Road Use Management) Act 1995 and its regulations.

1.6.9 "Commission" means the Queensland Industrial Relations Commission.

1.6.10 "General Carrier" means an employer who is engaged as a business in the carriage of goods such as are usually borne on trolleys, lorries, jinkers, floats, wagons, drays, vans, motor vehicles, and other like vehicles plying for hire.

1.6.11 "Gross Vehicle Mass" means:

(a) in the case of an articulated truck or heavy Trailer combination the maximum permissible mass (whether described as the gross train mass or otherwise) for the motor vehicle and the Trailer(s) or semi-trailer(s) attached to it, together with the load carried on each, as stated in any certificate of registration or other certificate that is issued in respect of the motor vehicle by the relevant Authority or by the corresponding authority of another State or Territory or that is required by law to be painted or displayed on the motor vehicle; and

(b) in any other case the maximum permissible mass (whether described as the Gross Vehicle Mass or otherwise) for the motor vehicle and its load (but excluding any Trailer and its load) as stated in a certificate of registration or other certificate that is issued in respect of the motor vehicle by the relevant Authority or by the corresponding authority of another State or Territory or that is required by law to be painted or displayed on the motor vehicle.

1.6.12 "Junior" means an employee under 20 years of age who does not receive the minimum wage fixed for an adult.

1.6.13 "Low loader Articulated Vehicle" means a vehicle consisting of a tandem drive prime mover and a gooseneck semi-trailer (not being a drop deck semi-trailer) with the loading area of the semi-trailer a maximum of one metre off the ground. The prime mover and gooseneck semi-trailer being designed and manufactured and plated to operate at the required mass limited.

"Owner Driver" means any drayperson, vanperson, lorryperson or motor lorryperson who drives and owns their own vehicle (including a motor vehicle).

"Trailer" means any vehicle or conveyance on wheels attached to and drawn by a motor or horse-driven vehicle.

For the purpose of this Award, any vehicle or conveyance used for the carriage of any goods, wares, merchandise, or material, and used as a Trailer as defined herein, shall be deemed to form part of the vehicle to which it is attached, and

the driver of the last mentioned vehicle shall be deemed to be also the driver of such Trailer.

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

## **1.7 Parties bound**

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

## **PART 2 - FLEXIBILITY**

### **2.1 Enterprise flexibility**

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

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

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

### **2.2 Commitment by parties**

2.2.1 The parties will negotiate to ensure that within a service industry enterprises operate as flexibly as possible in order to meet customer demand.

2.2.2 Employees within each grade are to perform a wider range of duties including work which is incidental or peripheral to their main tasks or functions.

2.2.3 Subject to agreement at enterprise level, employees are to undertake training for the wider range of duties and for access to higher classifications.

2.2.4 The parties will not create barriers to advancement of employees within the Award structure or through access to training.

2.2.5 The parties accept in principle this new restructured Award in which descriptions will be more based on Gross Vehicle Mass.

2.2.6 The parties will co-operate in the transition from the old structure to the new structure in an orderly manner without creating false expectations or disputation.

## **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 Contract of employment**

When an employed is being employed, the employer shall state definitely whether the employee is engaged on a full-time, casual or piecework basis.

### **4.2 Casual employment**

- 4.2.1 Casual employees (meaning employees who are employed by the hour) shall be paid at the rate of one and a quarter times the minimum rate prescribed in this Award, with a minimum of 4 hours.
- 4.2.2 Casual employees shall be paid within 30 minutes of completing their employment, otherwise they shall be paid for all working time which may elapse from the time of termination of their employment until they have been paid all wages due to them.

### **4.3 Juniors**

- 4.3.1 Except as hereinafter provided, the proportionate number of Juniors who may be employed shall not exceed one to every 2 drivers who are in receipt of the minimum rate prescribed in this Award for adults.
- 4.3.2 In the case of General Carriers, wholesale merchants, produce merchants, brewers, iron and brass founders, timber merchants, mining industry, metal and ballast carts (inclusive of drivers employed wholly or partly in wholesale departments of businesses where both wholesale and retail trades are carried on), the proportionate number of Juniors who may be employed shall not exceed one to every 3 drivers who are in receipt of the minimum wage prescribed in this Award for adults.
- 4.3.3 Nothing herein contained shall prevent an employer from employing one Junior.
- 4.3.4 Where a Junior employee is required to drive a motor vehicle and is in sole charge thereof, the Junior shall be paid the adult rate assigned to the class of driving work that the Junior is required to perform.
- 4.3.5 No Junior, unaided by proper auxiliary appliances or by another person shall be called upon to lift or carry any weight exceeding 38 kg unless they shall receive the adult rate.

### **4.4 Two or more classes of work**

When any person on any one day is called upon to perform duties to which a differential rate fixed by this Award is applicable, such person, if employed for more than 4 hours on duties carrying a higher rate, shall be paid in respect of

the whole time during which they work on that day at the same rate, which shall be at the highest rate fixed by this Award, in respect of such duties, and if employed for 4 hours or less on duties which carry a higher rate they shall be paid at such highest rate for 4 hours.

#### **4.5 Incidental or peripheral tasks**

- 4.5.1 An employer may direct an employee to carry out such duties as are within the limits of the employee's skill, competence and training consistent with the classification structure of this Award provided that such duties are not designed to promote deskilling.
- 4.5.2 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.
- 4.5.3 Any direction issued by an employer pursuant to clause 4.5.1 and 4.5.2 shall be consistent with the employer's responsibilities to provide a safe and healthy working environment.

#### **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 (a) above, employees 45 years old or over and who have completed at least two 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.

##### *4.6.3 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 'Termination by employer'.

- 4.6.4 In the case of dismissal of an employee or of an employee leaving the service of an Employer, after the prescribed notice has been given, the employee shall be paid all wages due within 15 minutes of ceasing work. If such wages are not paid within the time prescribed, waiting time of 8 hours in each 24 hours or part thereof in excess of 15 minutes shall be paid for at ordinary rates.

4.6.5 In the event of an employee being discharged or leaving without notice, such employee shall be paid all wages within 24 hours of termination of their employment.

Provided that subject to the provisions of any Act of Parliament applying in Queensland the Employer may pay the weekly employees' pay directly into a bank account. The amount available to the employee shall not be less than the employee would have received had they been paid in cash.

#### 4.6.6 *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 changes**

#### 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 clause 4.7.1 'Employer's duty to notify'.
- (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.

### **4.8 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) 'Consultation before termination' 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 any 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 clause 4.8.1 'Consultation before terminations' 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 (Termination of employment).
- (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.

#### 4.8.3 *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 (transmitter) to another employer (transmittee), and an employee who at the time of such transmission was an employee of the transmitter 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 transmitter or any prior transmitter shall be deemed to be service of the employee with the transmittee.
- (b) In clause 4.8.3 'Transmission of business', '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 'Consultation before terminations', 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 'Consultation before terminations', 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) 'Termination by employer', and subject to further order of the Commission, an employee whose employment is terminated for reasons set out in clause 4.8.1(a) 'Consultation before terminations', 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.

(\*In the instance where commission payments, in whole or in part, are a feature of the Award, then reference to s. 7 of the Industrial Relations Regulations 2000 offers assistance in the method of calculation to be adopted.)

#### 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) 'Consultation before terminations', 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 (Redundancy) 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 (Redundancy) 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 (Redundancy) 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 4.8.6 'Severance pay' 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 (transmitter) 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 transmitter, and any prior transmitter, to be continuous service of the employee with the transmittee; or
- (ii) where the employee rejects an offer of employment with the transmittee:
  - (A) in which the terms and conditions are substantially similar and no less favourable, considered on an overall basis, than the terms and conditions applicable to the employee at the time of ceasing employment with the transmitter; and
  - (B) which recognises the period of continuous service which the employee had with the transmitter and any prior transmitter to be continuous service of the employee with the transmittee.

(b) The Commission may amend clause 4.8.13(a)(ii) 'Exemption where transmission of business' 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.

### **4.10 Anti-discrimination**

4.10.1 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.

4.10.2 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.

4.10.3 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.

4.10.4 Nothing in clause 4.10 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.

### **4.11 Trainees**

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

## PART 5 - WAGES AND WAGE RELATED MATTERS

### 5.1 Wage rates

5.1.1 Adult employees in the classifications in the tables appearing below shall be paid as a minimum the total minimum rates for all purposes of the Award as set out below assigned to those classifications for the type of work concerned in the area or place in which it is performed. The total minimum rate for the Mackay Division shall be comprised of the Supplementary Payments in clause 5.1.3 and the Base Classification Rates in clause 5.1.2.

	Interim Minimum Classification Rate Per Week \$	Interim Supplementary Payment Per Week \$	Award Rate Per Week \$
(a) Grade 1 General Hand, Greaser, Cleaner employed by a General Carrier, Yardperson, Vehicle Washer and Detailer employed by a General Carrier. Motor Drivers Assistant. Furniture Removers' Assistant. Loader - other than freight forwarder. Courier - on foot or bicycle.	596.80	24.00	620.80
(b) Grade 2 A. Loader - Freight Forwarder. Tow Motor Driver employed by a General Carrier. Driving a Vehicle not exceeding 4.5 t GVM (Gross Vehicle Mass) and Drivers of Sedans, Station Wagons, motor cycles and other vehicles not mentioned elsewhere in this clause which do not have a GVM stated in a certificate of registration (including driver of a pilot vehicle).	612.80	24.00	636.80
B. Employee riding a motorcycle in the course of employment.	610.10	24.00	634.10
(c) Grade 3 Driver of a forklift up to and including 5 tonnes lifting capacity employed by a General Carrier. Driving a 2 Axle rigid vehicle or any other rigid vehicle exceeding 4.5 tonnes GVM, but not exceeding 13.9 tonnes GVM (unless by special permit or registration such vehicle may be up to 15 tonnes (GVM)). Driving a concrete mixer up to and including 2 cubic metre bowl.	619.60	24.00	643.60
(d) Grade 4 Driving a 3 Axle rigid vehicle exceeding 13.9 tonnes GVM. Driver Oil tractor employed by a General Carrier. Radio Operator employed by a General Carrier. Driving forklift with lifting capacity in excess of 5 tonnes and up to and including 10 tonnes lifting capacity employed by a General Carrier. Weighbridge Attendant employed by a General Carrier. Crane Chase employed by a General Carrier. Driving a Straddle Truck (this classification shall not apply to straddle trucks used in carting timber within a radius of half a kilometre from the employers premises). Driver of a Concrete Mixer Truck over 2 cubic metre bowl and up to 4.9 cubic metre bowl. Armoured Car Escort. Driver of a 2 axle Rigid Vehicle greater than 13.9 tonnes GVM.	628.50	24.00	652.50
(e) Grade 5 Driving a forklift with lifting capacity in excess of 10	637.60	24.00	661.60

	Interim Minimum Classification Rate Per Week \$	Interim Supplementary Payment Per Week \$	Award Rate Per Week \$
tonnes and up to 34 tonnes employed by a General Carrier. Driving a rigid vehicle with 4 or more axles and a GVM exceeding 13.9 tonnes. Driving a rigid vehicle and heavy Trailer combination with 3 axles and a GCM of 22.4 tonnes or less. Driving an Articulated Vehicle with 3 axles and a GCM of 22.4 tonnes or less. Driving a concrete Mixer Truck with 5 cubic metre bowl and over. Armoured Car Drivers.			
(f) Grade 6 Driving a Rigid truck and heavy Trailer combination with more than 3 axles and a GCM greater than 22.4 tonnes. Driving a Mobile crane lifting up to and including 25 tonnes employed by a General Carrier. Driving an Articulated Vehicle with more than 3 axles and a GCM greater than 22.4 tonnes. Driving a low loader (as defined) with a GCM up to and including 43 tonnes. Driving a forklift with a lifting capacity over 34 tonnes employed by a General Carrier.	645.30	24.00	669.30
(g) Grade 7 Driving a Double Articulated Vehicle up to and including 53.4 tonnes GCM - including B-Doubles. Driving a low loader (as defined) with a GCM exceeding 43 tonnes. When driving a low loader for each additional tonne over 43 tonnes GCM an extra \$1.35 (as part of the weekly rate for all purposes) shall be payable: Provided that no load shall exceed the limit prescribed by or under any State or Territory Act.	656.00	24.00	680.00
(h) Grade 8 A. Driving a Mobile Crane with a lifting capacity between 25 tonnes and 50 tonnes employed by a General Carrier. Driving a Rigid Vehicle and Trailer(s) or double Articulated Vehicle exceeding 53.4 tonnes GCM including B-Doubles not exceeding 94 tonnes GCM - capacity over 35 tonnes.	663.90	24.00	687.90
B. Driving multi-axle platform trailing equipment with a Carrying Capacity over 50 tonnes up to 70 tonnes capacity.	672.30	24.00	696.30
C. Driving multi-axle platform trailing equipment with a Carrying Capacity up to 70 tonnes capacity.	681.40	24.00	705.40
(i) Grade 9 Driving a Mobile Crane with a lifting capacity in excess of 50 tonnes employed by a General Carrier. Driving a Gantry Crane. Driving a rigid vehicle with Trailer combinations or Articulated Vehicle with Trailer combinations exceeding 94 tonnes GCM.	693.60	24.00	717.60
(j) Grade 10 A. Driving multi-axle platform trailing equipment with a Carrying Capacity in excess of 70 tonnes and up to and including 80 tonnes.	702.50	24.00	726.50
B.	705.80	24.00	729.80

Interim Minimum Classification Rate Per Week \$	Interim Supplementary Payment Per Week \$	Award Rate Per Week \$
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Driving multi-axle platform trailing equipment with a Carrying Capacity in excess of 80 tonnes and up to and including 100 tonnes.

For each additional 10 tonnes or part thereof in excess of 100 tonnes an extra \$14.67 (as part of the weekly wage rate for all purposes) up to 150 tonnes shall be payable.

For each additional 10 tonnes or part thereof in excess of 150 tonnes an extra \$13.93 (as part of the weekly wage rate for all purposes) up to 200 tonnes shall be payable.

For work performed in excess of 200 tonnes and up to 300 tonnes an additional payment of \$13.58 per day (as part of the weekly wage rate for all purposes) to be added to the 200 tonnes rate.

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.

### 5.1.2 Base classification rates

Employees shall receive the base classification rates in accordance with the table set out below. Base classification rates shall, together with the supplementary payments in clause 5.1.3, comprise the total minimum rates in clause 5.1.1.

Base classification rates:		\$
Grade 1	A	552.20
Grade 2	A	566.20
	B	563.80
Grade 3		572.10
Grade 4		579.90
Grade 5		587.90
Grade 6		594.60
Grade 7		602.20
Grade 8	A	609.10
	B	616.50
	C	624.40
Grade 9		635.10
Grade 10	A	642.90
	B	647.50

### 5.1.3 Supplementary payments

Employees shall receive supplementary payments in accordance with the table set out below. Supplementary payments shall be paid for all purposes of the Award and shall be in addition to the base classification rates in clause 5.1.2 and together with such base classification rates shall comprise the total minimum rates set out in clause 5.1.1.

		Per Week \$
Grade 1	A	68.60

Grade 2	A	70.60
	B	70.30
Grade 3		71.50
Grade 4		72.60
Grade 5		73.70
Grade 6		74.70
Grade 7		75.80
Grade 8	A	76.80
	B	77.80
	C	79.00
Grade 9		80.50
Grade 10	A	81.60
	B	82.30

The minimum rates of wages payable to Juniors of all classes other than Juniors referred to in clauses 4.3.5 and 4.3.6 (Juniors) of the Award, in the Mackay Division and in the Northern Division, Eastern District shall be the following percentages of the minimum adult rate contained in Grade 2B for the respective Division and/or District.

	Percentage
	%
Under 18 years of age	50
18 and under 19 years of age	65
19 and under 20 years of age	80

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

#### 5.1.4 *Employees of electricity authorities*

The minimum rates of wages payable to drivers of motor vehicles shall not be less than:

	Award Rate Per week
	\$
Motor vehicles of Carrying Capacity up to and including 1.27 t	650.90
Motor vehicles of Carrying Capacity over 1.27 t but not over 3.04 t	654.00
Motor vehicles of Carrying Capacity over 3.04 t but under 6.09 t	658.50
For each complete 1.01 t over 5.08 t an extra \$1.10	

In addition to the wage rates prescribed herein employees of Electricity Authorities employed at power houses shall be paid an allowance of \$18.60 per week which shall be taken into consideration for the purposes of computing overtime, etc.

	Percentage
	%
Under 18 years of age	50
18 and under 19 years of age	65
19 and under 20 years of age	80

And thereafter the appropriate adult rate.

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

#### 5.1.5 *Employees of breweries*

The minimum rates of wages payable to drivers of motor vehicles shall not be less than:

	Northern Division	Eastern District
	Award Rate Per week	
	\$	
Motor vehicle of Carrying Capacity up to and including 1.27 t	634.25	
Motor vehicle of Carrying Capacity over 1.27 t but not over 3.04 t	638.25	
Motor vehicle of Carrying Capacity over 3.04 t but under 6.09 t	642.35	
Drivers' assistants	609.65	

#### 5.1.6 *Employees engaged in the sugar industry*

The minimum rates of wages payable to drivers of motor vehicles employed by contractors (and their subcontractors) to

sugar cane growers and/or sugar millers, and:

(a) Engaged in carting sugar cane shall be:

	Mackay Division Award Rate Per week \$
Carrying Capacity up to 3.04 t	665.30
Carrying Capacity over 3.04 t but under 6.09 t	668.70
For each complete 1.01 t over 5.08 t - an extra \$1.36	

(b) Engaged in carting sugar, molasses, filter press mud and/or bagasse, shall be:

	Mackay Division Award Rate Per week \$
Carrying Capacity up to 3.04 t	686.90
Carrying Capacity over 3.04 t but under 6.09 t	690.10
For each complete 1.01 t over 5.08 t - an extra \$1.36	

(c) Those provisions of clause 5.1.1 which prescribe additional rates for drivers of Articulated Vehicles, double Articulated Vehicles, and drivers of motor vehicles drawing Trailers, shall also apply to employees engaged in the sugar industry under the provisions of clause 5.1.6.

(d) Revised Classification Structure - The parties to the Award are committed to revising the classification structures for a compatible and career-orientated structured system that implements broadbanding based on the requirements of the Road Transport Sector of the Sugar Industry.

#### 5.1.7 *Employees of bread manufacturers*

The minimum rate of wages payable to employees of bread manufacturers in the Mackay Division shall be:

	Interim Minimum Classification Rate Per Week \$	Interim Supplementary Payment Per Week \$	Award Rate Per Week \$
Baker's Carter	612.80	24.00	636.80
Bulk Carter	612.80	24.00	636.80
Baker's Carter Assistant	597.20	24.00	621.20

#### 5.1.8 *Aerodrome servicing*

	Mackay Division Award Rate Per Week \$
(a) Aerodrome Attendants	697.10
(b) Senior Aerodrome Attendant	715.40

#### 5.1.9 *Long distance work*

Where a full-time, permanent part-time or casual employee is regularly employed for the specific purpose of regular long distance work, that is to perform driving work on return trips in excess of 500 road kilometres in distance, then the employee may be paid according to the kilometre rate system for the appropriate classification as set out in Schedule 3 of the award rather than on wages and overtime, provided that:

- (a) The employee shall receive as a minimum weekly payment that wage rate prescribed for the appropriate classification in clause 5.1, and in addition thereto 30%.
- (b) The employee shall be paid for any time worked loading or unloading a vehicle as set out in Schedule 3.
- (c) No employee shall lose income as a result of changing their system of payment from wages and overtime rates (as per clauses 5.1 and 6.5 respectively) to the kilometre rate system as set out in Schedule 3.
- (d) The Union will apply to the Commission for adjustment to the kilometre rates provided in Schedule 3 to ensure that the rates remain equal to the kilometre rates provided for in the Transport Workers (Long Distance Drivers) Award 2000 (as amended, or any award succeeding or replacing that Award) and that such



an application shall be grounded and validated in its purpose of maintaining the nexus between this Award and the Transport Workers (Long Distance Drivers) Award 2000 (as amended or replaced).

## 5.2 Allowances

### 5.2.1 *For motor vehicles drawing trailers*

Employees driving a motor vehicle to which a Trailer is attached shall be paid in addition to the rates prescribed herein the extra applicable amount set out hereunder:

- \$2.43 per day when drawing a loaded single axle Trailer;
- \$1.44 per day when drawing an empty single axle Trailer;
- \$3.22 per day when drawing a loaded Trailer with more than one axle;
- \$1.79 per day when drawing an empty Trailer with more than one axle:

Provided that:

- (a) When on any day an employee drives a motor vehicle drawing an empty and a loaded Trailer they shall be paid for that day the extra rate applicable for such loaded Trailer.
- (b) Not more than one Trailer shall be attached and drawn at any one time.
- (c) The extra payment prescribed herein shall not apply to employees driving Articulated Vehicles or machinery floats and/or low loaders.

### 5.2.2 *Station carriers and livestock carters*

- (a) Employees engaged in carrying wool or requirements for stations or selections shall be paid the wages prescribed by clause 5.1.
- (b) An employee who is a recognised livestock carter carting livestock (horses, cattle, sheep or pigs) shall be paid \$15.40 per week in addition to the wages prescribed by clause 5.1.

### 5.2.3 *Extra payments for handling certain materials*

- (a) Employees who are engaged in carting and/or handling materials or goods such as cement, lime, bone dust, bones, glue pieces, green bacon, bagged asbestos, bagged plaster, offal, fertilizer, sawdust in bulk, sheepskins (wet or green) and ochre, manganese ore, soda ash, sulphur, or any acids liable to contact and affect clothing or the skin, manures, greet or wet hides, bagged or otherwise, tallow in leaking casks or containers, coal, coke, bituminous materials, tar or tarred goods, or freshly painted materials, shall be paid \$3.40 per day extra in addition to their ordinary wage.
- (b) Employees who are engaged on any day or portion thereof in carting and/or handling carbon black shall be paid \$4.31 per day in addition to their ordinary wage when carbon black is packed in bags and/or cases:

Provided that clause 5.2.3(a) shall not apply to the retail trade or delivery of the above goods under 0.508 t.

### 5.2.4 *Employees handling money*

Employees who are required to handle money shall be paid the following additional rates:

For any amount handled	per week
	\$
Up to \$20	1.00
Over \$20 but not exceeding \$200	3.20
Over \$200 but not exceeding \$600	5.20
Over \$600 but not exceeding \$1,000	7.80
Over \$1,000 but not exceeding \$1,200	10.00
Over \$1,200 but not exceeding \$1,600	11.70
Over \$1,600 but not exceeding \$2,000	13.20
Over \$2,000	15.20

- 5.2.5 The "Carrying Capacity" of any motor vehicle shall be stamped or printed in legible figures or words on such vehicle and where the load carried by any motor vehicle exceeds such "Carrying Capacity" by more than 20%, the driver, if instructed by their employer to carry such load, shall be paid for the day on which they carted such load at the rate prescribed for a driver of a motor vehicle of "Carrying Capacity" equal to such load.

### 5.2.6 Drivers of motor vehicles employed by Northern Australian Breweries Limited

Drivers of motor vehicles employed by Northern Australian Breweries Limited shall, in addition to the rates of pay prescribed in clause 5.1, be paid a loading of \$2.27 per week:

Provided that the above loading shall be regarded as being for prosperity.

#### 5.2.7 *Piano and furniture handling*

Employees engaged in carting, handling, or delivering pianos, organs, sideboards, wardrobes, bookcases, and refrigerators shall be paid \$2.94 per day in excess of the wages prescribed in clause 5.1.

#### 5.2.8 *Heavy Machinery and/or transformers*

Employees engaged in carting and/or handling heavy machinery and/or transformers which are loaded on to vehicles by means other than cranes, shall be paid \$6.60 per week extra.

#### 5.2.9 *Goods in excess of 16.764m*

Employees who are required to drive vehicles carting goods in excess of 16.764m shall be paid \$2.31 per day in addition to the rate prescribed herein where the vehicle is travelling in or through built-up areas.

#### 5.2.10 *Height money*

When an employee is called upon to ascend a height in excess of 12.194m above the nearest horizontal plane in connection with their work, they shall be paid \$1.51 per day extra. When an employee ascends a height in excess of 18.288m above the nearest horizontal place in connection with their work, they shall be paid \$2.29 per day extra.

#### 5.2.11 *Wet batteries*

Employees required to cart and/or handle wet batteries, the acid from which is liable to contact and affect the clothing or the skin of such employees, shall be paid \$3.40 per day in addition to their ordinary wages.

Where adequate safeguards to protect the clothing of the employee are provided, or where the relevant clothing is supplied by the employer, such payment need not be made.

5.2.12 Any employee required to operate a truck crane or straddle unloader shall be paid \$2.80 per day in addition to the wage rates prescribed in clause 5.1.1.

### **5.3 Additional payment**

#### 5.3.1 *Collinsville Power Station Construction*

In addition to all payments otherwise due, adult employees employed on the construction of the power station at Collinsville, whose rates of wages are prescribed by this Award, shall be paid an amount of \$38.80 per week of 38 hours.

Such additional amount shall form part of the weekly wage in the calculation of overtime payments, annual leave pay, public holiday pay, sick pay and long service leave pay.

Such additional amount shall be in substitution for allowances and other special rates in respect to height money in clause 5.2.10.

#### 5.3.2 *Construction work, Weipa Area*

In addition to all payments otherwise due, all employees employed on or in connection with construction work in Weipa area shall be paid an amount of \$52.60 per week of 38 hours which shall be taken into consideration for the purposes of calculating annual leave, public holidays, sick pay and long service leave payments:

Provided that the full \$52.60 per week additional payment shall be taken into consideration in the computation of overtime payment.

#### 5.3.3 *Turtle Bay Marine Institute Project*

In addition to all payments otherwise due, employees employed on or in connection with the construction of the Turtle Bay Marine Institute Project and associated construction works shall be paid an amount of \$11.50 per week of 38 hours, which amount shall be taken into account for the purposes of calculating annual leave pay, public holiday pay, sick pay and long service leave pay:

Provided that only \$6.40 of the said \$11.50 per week shall be taken into account for the purpose of calculating overtime payments.

#### **5.4 Divisional and district allowances**

Adult employees (other than casuals) in the Eastern District of the Northern Division shall be paid 15c per week in addition to the rates prescribed for the Mackay Division.

The minimum rates of wages payable to employees in the Western District of the Northern Division shall be \$2.20 per week in the case of adults and \$1.10 per week in the case of juniors in addition to the rates prescribed for the Northern Division Eastern District.

#### **5.5 Locality allowances - employees of electricity authorities**

In lieu of the divisional and district allowances prescribed by clause 5.1.1, employees of electricity authorities shall be paid locality allowances as prescribed by Regulations 148 to 154 (as amended from time to time) of Part XV of the Regulations made under the Electricity Act 1976-1980.

#### **5.6 Quarry allowance**

5.6.1 Truck drivers employed in quarries shall be paid an allowance at the rate of \$24.10 per week to compensate for disabilities associated with working in quarries, which shall be treated as part of the ordinary weekly wage for the purposes of this Award.

5.6.2 This allowance shall also apply to employees working at crushing plants, screening plants and similar plants and shall also apply to employees working in gravel pits where such plants are in operation:

Provided that the allowance shall not apply if the plants are operated in a wet process method or other method that prevents the occurrence of a dust nuisance.

#### **5.7 Camping allowance**

5.7.1 Where in the performance of their work, employees are obliged to live in camp, they shall be paid \$13.80 per day in addition to the rates herein prescribed.

5.7.2 An employee who returns home or is otherwise absent from camp for not more than 2 nights during the week, but who does not absent themselves from the job, shall nevertheless be deemed to live in camp during the week and shall be entitled to the allowance for 5 days, provided that an employee remaining in camp for a weekend shall be paid the allowance for such days.

5.7.3 Tents, stretchers, camp and cooking utensils shall be supplied free of charge by the employer, and the erection of all such camps shall be done in the employer's time, but the employees shall be liable for damage done to such tents, stretchers, camp and cooking utensils wilfully or by reason of negligence.

5.7.4 The employer may deduct from the wages of any employee to whom camp and cooking utensils are supplied, the cost of any such articles as are not returned in good order and condition, fair wear and tear excepted, upon demand being made by the person in charge:

Provided that employees engaged on the site of the Collinsville power station to work on or in connection with the construction of such power station, and who are required either by direction of the employer or by reason of the distance from their home to reside in the accommodation provided by the employer, shall during the period they are employed on the construction of such power station and resident in the accommodation provided by the employer, be provided by the employer with such accommodation and reasonable board without charge or deduction from the employees' wages:

Provided further that any employee (to whom the foregoing paragraph applies) who would otherwise be entitled to be provided by the employer with the accommodation and board herein prescribed, and who does not avail himself of such accommodation and/or board because of their desire to reside and/or board separately with their family on site shall be entitled to an additional payment of \$15 per week.

#### **5.8 Construction, reconstruction, alteration, repair and/or maintenance work allowance**

5.8.1 In addition to the rates prescribed by this Award all employees whilst actually engaged on construction, reconstruction, alteration, repair and/or maintenance work (as defined in clause 5.8) on site shall be paid an allowance at the rate of \$24.10 per week which shall be treated as part of the ordinary weekly wage for the purposes of this Award to compensate for listed disabilities.

Listed Disabilities:

- (a) climatic conditions where working in the open on all types of work;
- (b) the physical disadvantages of having to climb stairs or ladders;
- (c) dust blowing in the wind on construction sites;
- (d) sloppy or muddy conditions;
- (e) dirty conditions;
- (f) drippings from newly poured concrete;
- (g) the disability of working in all types of scaffold other than a single plant or bosun's chair;
- (h) the lack of usual amenities associated with factory work; and
- (i) all other present disabilities not specifically compensated or allowed for by any other provision of this Award;

Provided that an employee receiving payment pursuant to clause 5.8.1 shall not be entitled to any payment in relation to dirt money or work in wet places except in the case of employees working in water to a depth of 0.762m or more:

Provided further that employees shall not be entitled to this allowance where they are in receipt of an additional payment or disabilities allowance for specific projects.

#### 5.8.2 *Construction, reconstruction, alteration, repair and/or maintenance work*

For the purposes of this Award this means and includes all work performed on site on the construction, reconstruction, alteration repair and/or maintenance of pipe lines, culverts, box culverts, bridges, kerbing, channelling, roads, traffic islands, concrete ornamental lakes and concrete ornamental gardens, retaining walls, and on land reclamation.

#### 5.8.3 *Construction work*

For the purposes of this Award construction work carried out by Form Framers and/or Setters and Form Setters' Assistants means and include all work performed on site on the construction of pipe lines, culverts, box culverts, bridges, kerbing, channelling, roads, traffic islands, concrete ornamental lakes and concrete ornamental gardens, retaining walls, and on land reclamation.

### **5.9 Occupational superannuation (other than employees engaged in the sugar industry)**

5.9.1 Application - In addition to any other entitlements pursuant to this Award, eligible employees as defined in clause 5.9.2(a) shall be entitled to Superannuation payments made by the employer into an approved occupational superannuation fund in accordance with the following provisions of clause 5.9.

#### 5.9.2 *Definitions*

- (a) "Eligible employee" shall mean all:
  - (i) full-time employees;
  - (ii) adult casual employees regularly working 15 hours per week or more;
  - (iii) junior employees regularly working 20 hours per week or more;
  - (iv) a trainee engaged under the Training and Employment Act 2000.
- (b) "Ordinary time earnings" shall mean the actual ordinary rate of pay the employee receives for the ordinary hours of work performed and includes casual loading and supervisory allowances or any over-Award payment.
- (c) "Approved occupational superannuation scheme or fund" means:
  - (i) Sunsuper;
  - (ii) such other scheme or fund as may be agreed upon between an employer and the Branch Secretary of the Union and recorded in an approved Industrial Agreement;

- (iii) in relation to any particular employer, any other scheme or fund to which that employer was already making superannuation contributions on behalf of the employees as at 1 April 1989 and which is agreed under the Occupational Superannuation Standards Act 1987:

Provided that in the event of any dispute as to whether a Scheme or Fund satisfies the requirements of clause 5.9.2(c)(iii), the onus of proof shall rest with the employer.

#### 5.9.3 *Qualifying period*

- (a) All employees mentioned in clause 5.7.2(a) shall complete one calendar month of service with the employer before they are eligible to join the approved fund.
- (b) Contributions are to be retrospective to the employee's date of commencement following the completion of this one month period but not earlier than 1 August 1989.

#### 5.9.4 *Contributions*

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

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

- (b) The employer shall not be required to pay superannuation contributions on behalf of any eligible employee during any unpaid absences including leave without pay excepting in the case of absence on workers' compensation leave for a period of no more than 26 weeks.
- (c) The employer shall remit contributions to the approved fund on a monthly basis.
- (d) Eligible employees may personally contribute additional amounts to the approved fund in addition to the minimum employer contributions as set out in clause 5.9.4, by way of voluntary contributions and the employer shall at the employee's written request make arrangements for authorised deductions from the employee's pay to be forwarded to the administration of the approved fund.

#### 5.9.5 *Other contributions*

- (a) Nothing in clause 5.9 shall preclude an employee from making contributions to a Scheme or Fund in accordance with the provisions of the trust deed of the fund.
- (b) Only those established schemes or funds to which a particular employer party to this Award was actually making genuine contributions on behalf of the employees concerned as at 1 April 1989, shall be recognised under clause 5.9.2(c)(iii). The making of contributions subsequent to 1 April 1989 but on a retrospective basis, in respect to any period up to and including 1 April 1989, shall not under any circumstances, bring a Scheme or Fund within the meaning of clause 5.9.2(c)(iii).

#### 5.9.5 *Cessation of contributions*

An employer shall not be required to make any further contributions on behalf of an eligible employee after the end of the day upon which the contract of employment ceases to exist.

#### 5.9.7 *No other deductions*

No additional amounts shall be paid by the employer for the establishment, administration, management or any other charges in connection with the scheme or fund apart from remission of contributions on a monthly basis.

#### 5.9.8 *Further movements*

The contribution amount as prescribed in clause 5.9.4 shall be adjusted to accord with movements from time to time in the rates of wages, and in applicable allowances, as determined from time to time by the Commission, rounded off to the nearest 10 cents.

#### 5.9.9 *Exemptions*

- (a) Provided that clause 5.9 shall not apply to employees to whom rates of wages are provided for in clause 5.1.6 Division 2 "Employees Engaged in the Sugar Industry".

- (b) Provided also that clause 5.9 shall not apply to Crown employees where the Government Officers Superannuation Scheme (Gosuper) is mandatory for eligible employees of the Crown and other instrumentalities in accordance with the Superannuation (Government and other employees) Act 1988.
- (c) An employer may apply to the Commission for exemption from the provisions of this clause on the grounds of:
  - (i) incapacity to pay the costs associated with its implementation;
  - (ii) special or compelling circumstances peculiar to the business;
  - (iii) An employer may apply to the Commission for relief from the specification of funds listed in clause 5.9.2 where employees working under this Award are a distinct minority within their workforce and/or an undue multiplicity of funds would otherwise result.

#### 5.9.10 *Freedom of choice*

Except as otherwise provided for herein, no employer shall be required to make contributions into more than one fund at any time:

Provided that employees, including those in existing schemes or funds covered in clause 5.9.2(c)(iii), shall have the right to choose to have contributions specified in clause 5.9.4 paid into any scheme or fund provided for in clause 5.9.2(c), as decided by a majority of the employees to whom these provisions apply.

### **5.10 Occupational superannuation (employees engaged in the sugar industry)**

5.10.1 Application - In addition to any other entitlement pursuant to this Award, eligible employees as defined in clause 5.10.2(b) shall be entitled to Superannuation payments made by the employer into an approved occupational superannuation fund in accordance with clause 5.10.

#### 5.10.2 *Definitions and eligibility*

- (a) "Approved Occupational Superannuation Fund" shall mean the Australian Rural Industries Superannuation Fund known as "AUSTSAFE" established by a Deed of Trust dated the 31st day of August, 1988, and Rules thereto as amended.
- (b) "Eligible employee" shall mean any employee engaged by the employer under this Award for more than 8 ordinary working hours in any one week.

#### 5.10.3 *Contributions*

- (a) The employer shall contribute into the approved occupational superannuation fund a minimum of 9% of ordinary time earnings per week on behalf of each eligible employee calculated on the rate prescribed for a Motor Truck Driver - Articulated Vehicle of 16 tons Carrying Capacity, in accordance with clause 5.1.
- (b) Contributions for part-time or seasonal employees shall be on the same basis as full-time employees, or pro rata if less than a full week is worked.
- (c) The employer may suspend for the applicable period contributions made on behalf of an employee if the employee is absent from the workplace other than for annual leave, long service leave, public holidays, paid sick leave, or workers' compensation leave for a period of not more than 26 weeks.

#### 5.10.4 *Future movements*

The contribution amount as prescribed in clause 5.10.3(a) shall be adjusted to accord with movements from time to time in the rate of wages prescribed for a Motor Truck Driver - Articulated Vehicle of 16 tons Carrying Capacity, in accordance with clause 5.1 as determined from time to time by the Commission, rounded to the nearest 10 cents.

#### 5.10.5 *General*

- (a) The employer shall remit contributions to the approved occupational superannuation fund on a monthly basis.
- (b) Eligible employees may personally contribute additional amounts to the approved occupational superannuation fund in addition to the minimum employer contributions as set out in clause 5.10.3 by way of voluntary contribution and the employer shall (at the employee's written request) make arrangement for authorised deductions from the employee's pay to be forwarded to the administrators of the fund.
- (c) No additional amount shall be paid by the employer for the establishment, administration, management or

any other charges in connection with the fund.

- (d) Nothing in clause 5.10 will act to diminish the rights and responsibilities of the trustee of the fund as set out in accordance with the deed of trust and rules thereto as amended.

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

### **6.1 Hours of work**

6.1.1 Subject to clause 6.1.3, and to the exceptions hereinafter provided, the ordinary hours of work shall be an average of 38 per week, to be worked on one of the following bases:

- (a) 38 hours within a work cycle not exceeding 7 consecutive days; or
- (b) 76 hours within a work cycle not exceeding 14 consecutive days; or
- (c) 114 hours within a work cycle not exceeding 21 consecutive days; or
- (d) 152 hours within a work cycle not exceeding 28 consecutive days.

6.1.2 The ordinary hours of work prescribed herein may be worked on not more than 5 consecutive days in a week, Monday to Sunday inclusive, subject to the following:

- (a) The ordinary hours worked on a Saturday shall be paid at time and a-half for the first 4 hours and double time thereafter. The ordinary hours worked on a Sunday shall be paid at double time.
- (b) Any arrangement of hours which includes a Saturday or Sunday as ordinary hours shall be subject to agreement between the employer and the majority of employees concerned.
- (c) The ordinary hours of work prescribed herein for day workers shall be worked continuously, except for meal breaks between 5.30 a.m. and 6.30 p.m.:

Provided further that work done outside the hours of 5.30 a.m. to 6.30 p.m. shall be paid at overtime rates and will be deemed to be part of the ordinary hours of work for the purposes of clause 6.1.2.

- (d) The ordinary 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 involved.

- (e) Retail Establishments - The ordinary weekly and daily working hours of drivers and drivers assistants employed by any retail establishment shall be in accordance with the hours prescribed for shop assistants employed by the same establishment under the provisions of the Retail Industry Interim Award - State for the time being in force and as may be amended from time to time.

6.1.3 *Implementation of hours of work -*

- (a) The 38 hour week shall be implemented on one of the following basis, most suitable to the particular employer, after consultation with, and giving reasonable consideration to the wishes of the employees concerned:

- (i) by employees working less than 8 ordinary hours each day; or
- (ii) by employees working less than 8 ordinary hours on one or more days each work cycle; or
- (iii) by fixing one or more work days on which all employees will be off during a particular work cycle; or
- (iv) by rostering employees off on various days of the week during a particular work cycle, so that each employee has one work day off during that cycle.

- (b) Subject to clause 6.1.2(e), employees may agree that the ordinary hours of work are to exceed 8 on any day, thus enabling more than one work day to be taken off during a particular cycle.

- (c) Notwithstanding any other provision clause 6.1.3, where the arrangement of ordinary hours of work provides for a rostered day off, the employer and the majority of employees concerned, may agree to accrue up to a maximum of 5 rostered days off. Where such an agreement has been reached, the accrued rostered days off shall be taken within 12 calendar months of the date of which the first rostered day off was accrued. Consent to accrue rostered days off shall not be unreasonably withheld by either party.

- (d) When the ordinary working cycle provides for a rostered day off, the rostered day off shall not fall on a public holiday, but shall be on the ordinary working day immediately before or immediately after the public holiday, or deferred in accordance with clause 6.1.3(c).

Different methods of implementation of the 38 hour week may apply to individual employees, groups or sections of employees in the organisation concerned.

#### 6.1.4 *38 hour week - Procedures for enterprise level discussions*

- (a) The employer and all employees concerned in each establishment shall consult over the most appropriate means of implementing and working a 38 hour week.
- (b) The objective of such consultation shall be to reach agreement on the method of implementing and working the 38 hour week in accordance with clause 6.1.2.
- (c) The outcome of such consultation shall be recorded in writing.
- (d) In cases where agreement cannot be reached as a result of consultation between the parties, either party may request the assistance or advice of their relevant employee or employer organisation.
- (e) Notwithstanding the consultative procedures outlined above, and notwithstanding any lack of agreement by employees, the employer shall have the right to make the final determination as to the method by which the 38 hour week is implemented or worked from time to time.
- (f) After implementation of the 38 hour week, upon giving 7 days' notice or such shorter period as may be mutually agreed upon, the method of working the 38 hour week may be altered, from time to time, following negotiations between the employer and employees concerned, utilising the foregoing provisions of clause 6.1.4, including clause 6.1.4(e).

#### 6.1.5 *Method of payment for ordinary hours of work*

Ordinary hours for drivers, drivers' assistants and yardpersons (excluding part-time employees and casuals), shall be paid on the basis of not more than 38 per week, on an averaged basis according to the work cycle, notwithstanding that in excess of 38 ordinary hours may be worked to maximise leisure time off in accordance with clauses 6.1.1 and 6.1.3.

#### 6.1.6 *Aerodrome attendants*

- (a) The ordinary hours of work for employees engaged as Aerodrome Attendants shall be 38 per week.
- (b) The ordinary hours are to be worked between 7.00 a.m. and 5.30 p.m. on Monday to Friday inclusive, and shall not exceed 8 hours on any one day:

Provided that the spread of hours or daily hours prescribed may be altered as to all or a section of the employees by mutual agreement between an employer and the Union.

#### 6.1.7 *Employees employed by retail establishments (other than casuals)*

All employees engaged by the aforementioned for ordinary hours of work on a Saturday shall be paid a loading of 25% in addition to ordinary rates in lieu of rates prescribed elsewhere in this Award:

Provided that the ordinary weekly and daily working hours of owner-drivers employed by any retail establishment shall be in accordance with the hours prescribed for shop assistants employed by the same establishment under the provisions of the Retail Industry Interim Award - State for the time being in force and as may be amended from time to time.

#### 6.1.8 *Bread carters*

The ordinary working hours for bakers' carters and bakers' carters assistants shall be in accordance with clause 6.1, provided that the ordinary hours of work prescribed herein for bakers' carters and bakers' caters assistants shall be worked continuously, except for meal breaks between 4.00 a.m. and 4.00 p.m.:

Provided further that bread carters' assistants engaged in loading bread into bread delivery vehicles may be required to commence their ordinary hours of work not more than 2 hours earlier than the commencing time as above prescribed and in which event an early start allowance of 27c per occasion shall be paid to such employees:

Provided that Bulk Carters may be required to commence their ordinary hours of work on any day between the hours of 4.01 p.m. and 4.00 a.m. on the succeeding day in which event an allowance of \$1 per occasion shall be paid in addition



to ordinary wage rates.

#### 6.1.9 *Station carriers and livestock carters*

The ordinary working hours of employees engaged in carrying wool or requirements for stations or selections and of livestock carters carting livestock (horses, cattle, sheep or pigs) shall not exceed 38 in any one week.

#### 6.1.10 *Employees of electricity authorities*

The ordinary working hours of day working employees shall not exceed 36 1/4 hours per week or 7 1/4 hours per day to be worked between 7.00 a.m. and 5.30 p.m. Monday to Friday inclusive with a break of not more than one hour for a meal:

Provided that by agreement between the Union and the employer the ordinary hours may be worked over a fortnightly period on 9 consecutive working days and not more than 8 hours 3.3 minutes shall be worked on any such day at ordinary rates:

Provided also that the ordinary daily working hours prescribed by the various sections of this Award may as an alternative be as agreed between the employer and the Secretary of Union.

## **6.2 Hours - Sugar Industry (Excluding Field Sector)**

### 6.2.1 *Nominal Crushing Season (being the period of 26 weeks commencing on the first Monday in June in each year)*

(a) Shift Work - The ordinary working hours in the nominal crushing season shall not exceed 40 in any one week or 8 in any one day, which may be worked in accordance with a roster as mutually agreed upon between the employer and the majority of employees directly affected or as may be approved by the Commission. The working of broken shifts or 6 hour shifts in mills is hereby prohibited.

(b) Continuous Shift Work - shall be worked on the basis of a continuous shift roster, mutually agreed upon between the employer and the Secretary of the appropriate Union or as may be approved by the Commission.

(c) Day labour only:

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

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

(ii) 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. to 6.00 p.m. shall be paid at overtime rates and will be deemed to be part of the ordinary hours of work for the purposes of clause 6.2.1.

(iii) 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.

(iv) 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 relevant Union or Unions shall be notified in writing within 14 days of commencement of work under such arrangement.

(v) 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 hour 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.

### 6.2.2 *Nominal Slack Season (being the period of 26 weeks commencing on the first Monday of December in each year)*

(a) Day work:

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

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

- (ii) 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 this subclause.

- (iii) 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.

- (iv) 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 relevant Union or Unions shall be notified in writing within 14 days of commencement of work under such arrangement.

- (v) 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 hour 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.

- (b) For employees other than seasonals - 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.

- (c) For seasonal employees - 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.

- (d) The agreed rosters provided for herein shall provide for a rostered day off on a Monday, or if agreed between the employer and employees at a particular mill, on a Friday:

Provided that if a rostered day off falls on a holiday as prescribed in clause 7.8 of the Award, the rostered day off shall be taken on the next ordinary working day.

### 6.2.3 Nominal Slack Season - Shift Work

- (a) The ordinary working hours for shift workers in the nominal slack season shall not exceed 40 in any one week or 8 in any one day:

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

- (b) For employees other than seasonals - the ordinary working hours shall be worked in accordance with a roster which shall provide for 9 ordinary working days or 72 ordinary working hours per fortnight. One day of such 2 weeks cycle shall be a rostered day off.

- (c) For seasonal employees - 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 a rostered day off:

Provided that if a rostered day off falls on a holiday as prescribed in clause 7.8 of the Award, the rostered day off shall be taken on the next ordinary working day.

- (d) 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.

6.2.4 *Method of work and payment for ordinary hours*

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

- (a) During the nominal slack season, as defined in the Sugar Industry Award - State, an employer shall be deemed to have paid the minimum weekly rate prescribed herein if -
  - (i) in the case of an employee other than a seasonal or other than an employee deemed to be a seasonal in the Sugar Industry Award - State, the employee is paid a total of 2 weeks' minimum pay over the 2 weeks cycle; and
  - (ii) in the case of seasonal employees and employees deemed to be seasonals as defined in the Sugar Industry Award - State 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 the Sugar Industry Award - State, an employee other than a seasonal or other than an employee deemed to be a seasonal in the Sugar Industry Award - State, shall be paid for all ordinary hours worked each week at the weekly rate divided by 36 and seasonal employees and employees deemed to be seasonals in the Sugar Industry Award - State 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 the Sugar Industry Award - State, all employees shall be paid for all ordinary hours worked each week at the weekly rate divided by 40.
- (d) Seasonals - Seasonal employees or employees deemed to be seasonal in of the Sugar Industry Award - State, shall be paid an allowance in lieu of rostered days off equivalent to 5% of their ordinary earnings (excluding disability and shift allowances) for the nominal crushing season. Such payment shall be made at the commencement of the annual close down or on termination, whichever is the earlier.
- (e) Other than seasonal - employees, other than seasonals or those deemed to be seasonals in of the Sugar Industry Award - State and employees other than Casual Watchmen who are terminated during the nominal crushing season shall be paid an allowance in lieu of rostered days off equivalent of 5% of their ordinary earnings (excluding disability and shift allowances) for the nominal crushing season.
- (f) Employees, other than seasonals, or those deemed to be seasonals in the Sugar Industry Award - State and employees other than Casual Watchmen who are terminated during the nominal slack season shall be paid an allowance based on a proportion of 5% of ordinary earnings (excluding disability and shift allowances) for the nominal crushing season according to the following formulae, using as an example an employee who is terminated after 10 weeks of the nominal slack season.

Period of nominal slack season remaining after date of termination 26 weeks.	5% of ordinary nominal crushing. x season earnings
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equals

16 weeks 26 weeks	x 5% of ordinary nominal crushing. season earnings.
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- (g) For the purpose of clause 6.2.4(f), one day equals 0.2 of a week.
- (h) The provisions of clause 6.2.4 shall not apply to casuals.

6.2.5 *Calculation of sick leave, annual leave and long service leave for the purposes of the average 38 hour week*

- (a) For the purposes of an average 38 hour ordinary working week:
  - (i) Sick leave, annual leave and long service leave shall be exclusive of any rostered days off occurring therein.

- (ii) Where accruals or accumulations are expressed in weeks or days, they shall be converted to hours on the basis of the following conversion factors:

If in weeks x 38 hours;

If in days x 7.6 hours.

- (iii) Where, prior to 3 March, 1997, accruals or accumulations were made on the basis of a 40 hour week, such accruals or accumulations shall be converted on the basis of a 38 hour week, according to the following formulae:

If in Weeks x 38 hours;

If in Days x 7.6 hours;

If in Hours x 7.6 divided by 8.

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

- (c) Method of Payment:

- (i) Except in the case of termination payments, employees shall be paid for accrued or accumulated leave entitlements at the ordinary rate applicable as if they had worked during that period instead of taking paid leave.

- (ii) In the case of termination payments (except for pro rata annual leave) employees shall be paid for all hourly accruals or accumulations of annual leave and long service leave at the weekly rate divided by 38.

- (d) Annual Leave Loading - Nothing in clause 6.2 alters the calculation of or payment for the annual leave loading as prescribed in this Award.

### **6.3 Starting and ceasing times**

- 6.3.1 For the purpose of defining the ordinary working hours, the drivers' time shall be counted as from the time of entering and starting work in the morning to the time of leaving and ceasing work in the evenings, the stable yard or place where their horse or horses are usually stabled, or where their motor vehicle is usually housed:

Provided that the ordinary starting and finishing times of various groups of employees, may be changed or staggered, subject to agreement between the employer and a majority of employees involved.

### **6.4 Meal hours**

- 6.4.1 Employees shall be entitled to a meal break of not less than 30 minutes and not more than one hour for a meal to be taken between the 4th and 6th hour from commencement of work. The duration of a meal break having been determined as the recognised meal break in accordance with clause 6.4 may only be altered with the expressed approval of the employee to a proposed change or by the giving of one week's notice to the employee concerned. Such meal breaks shall not be paid for:

Provided that where trucks are in a line up waiting to load or unload at the time of the recognised meal break, drivers and their assistants shall be required to take such meal break at that point if the duration of the waiting period is sufficient.

- 6.4.2 Where an employee is required to work for more than 2 hours on any day beyond their ordinary finishing time, they shall be allowed a break of 30 minutes for a meal before overtime work is commenced and shall be paid the sum of \$12.10 extra as tea money in addition to overtime rates. If an employee works more than 4 hours overtime, they shall be allowed another break of half an hour and a further allowance of \$12.10 for a meal, with a further break of 30 minutes and an allowance of \$12.10 for each additional 4 hours worked.

Clause 6.4.2 shall not apply in the case of any employee (other than a shift worker) returning to the yard or depot after the conclusion of any journey or delivery where such employee ceases work not later than 6.30 p.m.: Provided the work performed between the ordinary ceasing time and up to 6.30 p.m. is solely the return journey.

- 6.4.3 All work done during the recognised meal period shall be paid for at the rate of double time, such payment to continue until a meal period has commenced. Such meal period shall be of the prescribed duration.

- 6.4.4 An employee whose ordinary working hours are worked on Monday to Friday, inclusive, shall, if required to work on Saturday or Sunday be entitled to:

- (a) A break of the recognised duration between the 4th and 6th hour from the time of commencement of work.

(b) Where such employee is required to work on any such day for more than one hour beyond 8 hours from the time of commencement of their work, they shall be allowed a break of 30 minutes for a meal before that work of more than one hour is commenced and shall be paid the sum of \$12.10 extra as tea money in addition to overtime rates.

6.4.5 An employee whose ordinary working hours are worked on Monday to Saturday inclusive shall, if required to work on Sunday, be entitled to:

(a) A break of the recognised duration between the 4th and 6th hour from the time of commencement of work.

(b) Where such employee is required to work on any such day for more than one hour beyond 8 hours from the time of commencement of their work, they shall be allowed a break of 30 minutes for a meal before that work of more than one hour is commenced and shall be paid the sum of \$12.10 extra as tea money in addition to overtime rates.

6.4.6 For the purpose of clause 6.4 the time of commencement of work for that Saturday or Sunday shall be as determined by the employer for that employee for the day.

## **6.5 Overtime**

6.5.1 All time worked in excess of or outside of the ordinary working hours shall be deemed overtime and shall be paid for at the rate of time and a-half for the first 3 hours and double time thereafter.

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

6.5.3 All work done on Sunday shall be paid for at the rate of double time. When an employee is required to report for work on a Sunday they shall be paid for at least 4 hours at the rate of double time.

6.5.4 *All overtime worked shall be paid for to the next quarter of an hour.*

Subject to clause 6.5, the employer shall determine the manning required in connection with the working of overtime having due regard to the work to be performed and the safety of the employees included.

6.5.5 In the case of owner-drivers working overtime, overtime rates shall be paid on the wages of the driver. The use of the truck shall be paid in accordance with the hire etc. as set out in Schedule 1.

6.5.6 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 at least 10 consecutive hours off duty between those times shall, subject to clause 6.5.6, 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. If on the instructions of their employer such an employee resumes or continues 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 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 6.5.6 shall not apply.

## **6.6 Overtime - retail establishments**

6.6.1 Notwithstanding the provisions of clause 6.5, the overtime provisions for drivers and drivers' assistants employed by any retail establishment shall be the same as prescribed for shop assistants by the Retail Industry Interim Award - State for the time being in force and as may be amended from time to time.

6.6.2 Notwithstanding the provisions of clauses 6.5.1, 6.5.2, 6.5.3 and 6.5.6, but subject to clause 6.5.5, the overtime provisions for owner-drivers employed by any retail establishment shall be the same as prescribed for shop assistants by the Retail Industry Interim Award - State for the time being in force and as may be amended from time to time.

## **6.7 Call back**

6.7.1 An employee recalled to work overtime after leaving their employer's business premises (whether notified before or after leaving the premises) shall be paid for a minimum of 4 hours' work at the appropriate rate for each time they are so recalled:

Provided that, except in the case of unforeseen circumstances arising the employee shall not be required to work

the full 4 hours if the job they were recalled to perform is completed within a shorter period. Clause 6.7 shall not apply in cases where it is customary for an employee to return to their employer's premises to perform a specific job outside their ordinary working hours, or where the overtime is continuous (subject to a reasonable meal break) with the completion or commencement of ordinary working time.

6.7.2 Where employees are called out between midnight and 6 a.m. they shall be paid at the rate of double time for all time so worked up to the ordinary starting time Monday to Friday and up to 7 a.m. on Saturday.

6.7.3 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 at least 10 consecutive hours off duty between those times shall, subject to this clause, 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. If on the instructions of their employer such an employee resumes or continues 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 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 6.7.3 shall not apply.

6.7.4 Employees of Electricity Authorities, 9 day fortnight - agreed day off - Employees of electricity authorities working a 9 day fortnight, who are required to work on their agreed day off, shall be paid the overtime rates prescribed for work on Mondays to Fridays.

## **6.8 Rest pauses**

6.8.1 Where practicable every employee covered by this Award shall be entitled to a rest pause of 10 minutes' duration in the employer's time in the 1st and 2nd half of their daily work. Such rest pauses shall be taken at such times as will not interfere with continuity of work where continuity is necessary:

Provided that where there is agreement between the employer and the branch secretary of the Union, periods of work may be rearranged so that there is less disruption to certain work by moving the rest pauses as herein before provided.

6.8.2 The rest pauses prescribed herein may be combined into one 20 minute break. Where rest pauses are combined the working day shall be divided into 3 approximately equal periods of work.

6.8.3 *Rest pauses shall be taken in the employer's time.*

## **PART 7 - LEAVE OF ABSENCE AND PUBLIC HOLIDAYS**

### **7.1 Annual leave**

7.1.1 Every employee (other than a casual employee) shall at the end of each year of their employment be entitled to annual leave on full pay as follows:

(a) not less than 5 weeks if employed on shift work where 3 shifts per day are worked over a period of 7 days per week;

(b) not less than 4 weeks in any other case.

7.1.2 Such annual leave shall be exclusive of any public holiday which may occur during the period of that annual leave and (subject to clause 7.1.6) 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 wages at a rate in excess of the ordinary wages payable under clause 5.1, at that excess rate; and

(b) In every other case, at the ordinary time rate payable under clause 5.1 to the employee concerned immediately prior to that leave.

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

7.1.4 If the employment of any employee is terminated before the expiration of a full year of employment, such employee shall be paid, in addition to all other amounts due, an amount equal to 1/12th of their pay for the

period of their employment, calculated in accordance with clause 7.1.6.

7.1.5 Unless the employee shall otherwise agree, the employer shall give the employee at least 14 days' notice of the date from which such employee's annual leave shall be taken.

#### 7.1.6 *Calculation of annual leave pay*

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

- (a) Shift worker - Subject to clause 7.1.6(c), the rate of wage to be paid to a shift worker shall be the rate payable for work in ordinary time according to the employees roster or projected roster, including Saturday, Sunday or holiday shifts.
- (b) Long distance drivers - Subject to clause 7.1.6(c), the rate of pay to be paid to a long distance driver shall be the ordinary wage rate as prescribed in clause 5.1 for the period of annual leave plus a further amount calculated at the rate of 30% of the ordinary wage rate.
- (c) Subject to clause 7.1.6(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 wage rate as prescribed in clause 5.1 for the period of the annual leave (excluding weekend penalty rates); and
  - (ii) Leading hand allowance or amounts of a like nature;
  - (iii) A further amount calculated at the rate of 17½% of the amount referred to in clause 7.1.6(a)(i).
- (d) Clause 7.1.6(a) does not apply to:
  - (i) any period or periods of annual leave exceeding 4 weeks; and
  - (ii) employers who are already paying an annual leave bonus, loading or other annual leave payment which is not less favourable to employees.

7.1.7 In calculating a year of employment for the purposes of clause 7.1:

- (a) a period exceeding 3 months during which an employee has been absent on leave without pay granted by the employer is not to be taken into account;
- (b) a period during which an employee has been absent without pay and without the employer's authority, other than a period of absence not exceeding 3 months on account of illness or injury certified to by a legally qualified practitioner, is not to be taken into account.

7.1.8 If an employee and employer so agree, annual leave may be taken wholly or partly in advance before the employee has become entitled to annual leave.

An employee who has taken in advance the whole of the annual leave that would be due at the end of a year of employment, is not entitled to any further annual leave at the end of that year of employment.

An employee who has taken in advance part of the annual leave that would be due at the end of a year of employment, becomes entitled at the end of that year of employment to the part of the annual leave not already taken.

#### 7.1.9 *Employees of Electricity Authorities*

Calculation of such entitlements to annual leave of employees of electricity authorities shall be in hours as agreed between the Union and the employer.

#### 7.1.10 *Short term annual leave*

By mutual agreement an employee may take short-term annual leave, not exceeding 4 days in any calendar year, at a time or times separate from any of the periods determined in accordance with clause 7.1.

## **7.2 Sick leave - employees of employers other than electricity authorities**

### 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 if the employee were not absent on sick leave. In the case of employees engaged as long distance drivers, payment of sick leave will be based the employee's ordinary wage rate as prescribed in clause 5.1.
- (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 Sick leave - employees of electricity authorities**

#### 7.3.1 Entitlement

- (a) Every employee, except casuals, pieceworkers, school-based apprentices and trainees, is entitled to not less than 87 hours' sick leave for each completed year of their employment with their employer.
- (b) This entitlement will accrue at the rate of 7.25 hours' sick leave after each month of employment.
- (c) Payment for sick leave will be made based on the ordinary number of hours that would have been worked if the employee were not absent on sick leave.
- (d) Sick leave may be taken for part of a day.
- (e) Sick leave shall be cumulative, but unless the employer and employee otherwise agree, no employee shall be entitled to receive, and no employer shall be bound to make, payment for more than 13 weeks' absence from work through illness in any one year.
- (f) Part-time employees accrue sick leave on a proportional basis.

#### 7.3.2 *Employee must give notice*



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

### 7.3.3 *Evidence supporting a claim*

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

### 7.3.4 *Accumulated sick leave*

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

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

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

### 7.3.5 *Workers' compensation*

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

## **7.4 Bereavement leave**

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

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

### 7.4.2 *Long-term casual employees*

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

### 7.4.3 "Immediate family" includes:

- (a) A spouse (including a former spouse, a de facto spouse and a former de facto spouse, spouse of the same sex) of the employee; and
- (b) 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.

### 7.4.4 *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.

## **7.5 Long service leave**

7.5.1 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. The rate of pay for employees engaged as long distance drivers shall be the ordinary wage rate as prescribed in clause 5.1 for the period of long service leave plus a further amount calculated at the rate of 30% of the ordinary wage rate.

Provided that employees of Electricity Authorities shall be entitled to long service leave under, subject to and in accordance with Regulations 139 to 147 (as varied from time to time) of Part XIV of the Regulations made under the *Electricity Act 1976-1980*.

Calculation of such entitlements to long service leave of employees of Electricity Authorities shall be in hours as agreed between the Union and the employer.

7.5.2 For the purposes of clause 7.5, payment to owner-drivers for long service leave shall be calculated on the labour component in clause 5.1 of Division 2 of this Award.

#### 7.5.3 *Exemption*

Clause 7.5 shall not apply to J. Michelmore & Co. (Proprietary) Ltd in respect of their employees who are now, or subsequently become, members of Michelmore's Superannuation Fund.

### **7.6 Family leave**

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

7.6.1 It is to be noted that:

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

7.6.2 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.

### **7.7 Absenteeism control measures**

7.7.1 Sick leave is unlike annual or long service leave in that it is conditional upon an employee being ill or injured to the point of being unfit for duty.

It is an insurance to protect the employee and their family against hardship should they be unable to continue in their normal occupation and should be only so utilised.

7.7.2 This procedure is designed to curtail sick leave abuse by employees who are absent from work and who are not genuinely unfit for duty and is to operate notwithstanding the provisions of clause 7.2 (Sick leave - employees of employers other than electricity authorities).

7.7.3 At the end of each 3 monthly period or such other period as presently applies the employer shall review the sick leave records with a view to establishing a list of employees whose record of attendance gives cause for reasonable concern.

7.7.4 Any employee with an unsatisfactory record shall be interviewed by the employer in the presence of the District Secretary of the Union, or their nominee, if the employee so requests. If the discussion in respect to the absences does not provide satisfactory reason for the absences, then a letter of warning is to be sent to the employee and a copy to the nearest District Secretary of the Union.

7.7.5 If no improvement is observed in the next period, the employee is to be again interviewed (as in clause 7.6.3), and if the interview results in unsatisfactory reasons being given, then a second letter of warning is to be sent to the employee and a copy to the nearest District Secretary of the Union, also indicating that proof of illness or a certificate may be required for any future absence.

7.7.6 If the above action still results in unsatisfactory attendance at work then a final warning is to be given and if this is disregarded then good grounds will have been established for termination of employment.

7.7.7 The above procedure does not operate to withdraw the employer's right to take termination action or other disciplinary action against any employee if that employee has been found guilty of filling out a false sick leave application form and claiming sick leave pay when that person was not genuinely on sick leave. That is a matter relating to fraudulent misrepresentation which may justify instant dismissal.

## **7.8 Public holidays**

7.8.1 Subject to clause 7.8.9 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.

### *7.8.2 Labour Day*

All employees covered by this Award shall be 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 shall be paid a full day's wage for that day and in addition a payment for the time actually worked by them at one and a-half times the ordinary rates prescribed for such work with a minimum of 4 hours.

### *7.8.3 Show day*

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

### *7.8.4 Double time and a-half*

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

7.8.5 All time worked on any of the holidays mentioned in clause 7.8 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 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.

### *7.8.6 Stand down*

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

7.8.7 Any employee of a retail establishment who works to a roster which provides for ordinary working hours on Saturdays, shall be paid an additional 3 hours' wages at ordinary rates when rostered off duty on any Saturday upon which any of the holidays mentioned in clause 7.8 occur.

7.8.8 For the purposes of clause 7.8 payment to owner drivers for public holidays not worked shall be at the appropriate labour component expressed in clause 5.1 of Division 2 of this Award. Payment for time worked on a public holiday shall be made in accordance with clause 7.8 for the labour component and in accordance with clause 5.1.1 of Division 3.

### *7.8.9 Substitution*

Where there is agreement between the employer and the employee, and subject to statutory limitations, other ordinary working days may be substituted for the public holidays specified in clause 7.8:

Provided that, where an employee is subsequently required to work on such substituted day, the employee shall be paid

the rate applicable for the holiday that has been substituted.

## **7.9 Jury service**

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

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

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

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

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

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

### **8.1 Fares - Construction employees, Weipa Area**

8.1.1 In lieu of the provisions elsewhere contained for fares the following provisions shall apply to employees engaged on construction work in the Weipa area:

- (a) Except in the case of employees who are normally resident in Weipa, or whose first enquiry for employment is made in person at Weipa, employees shall have their air fares provided by the employer when travelling to Weipa to start work.

Upon termination of employment for other than serious misconduct, such employees shall be paid the equivalent of return air fares from Weipa to the point of engagement:

Provided that, except in the case of employees who leave their employment for legitimate compassionate reasons, such employees continue to carry out their duties for a period of at least 8 weeks.

- (b) Employees entitled to the provisions of clause 8.1.1(a) above shall also be entitled to leave without pay as agreed between the employer and employee and free air fares from Weipa to Cairns and return after the first 8 weeks of employment and thereafter at the end of each succeeding period of 8 weeks' employment:

Provided such air fares are availed of and employment at Weipa continues thereafter.

8.1.2 The employee, subject to mutual arrangement with the employer, can nominate to take such leave at any time during the 4 weeks following the date of entitlement without affecting their future entitlements which shall occur every 8 weeks from the date of their original engagement.

### **8.2 Travelling time - Turtle Bay Marine Institute Project**

Employees engaged in or in connection with the construction of the Turtle Bay Marine Institute Project and associated construction shall be paid one hour's travelling time each way per day, at the ordinary rate for time spent travelling between their respective places of residence and the job.

### **8.3 Travelling time - Hay Point Tug Harbour Construction Project**

Employees of contractors and subcontractors employed on or in connection with the construction of the Hay Point Tug Harbour Construction Project and associated works, who travel to and from their place of residence to the work site in their own time and at their own expense daily, shall receive an amount of \$7.10 per day. Such amount shall be in lieu of all other travelling allowances which would otherwise be payable under this Award.

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

## **9.1 Commitment to training**

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

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

## **9.2 Training**

9.2.1 Following proper consultation, an employer shall develop a training policy and program consistent with:

- (a) the current future skill needs of the enterprise;
- (b) the size, structure and nature of the operations of the enterprise;
- (c) the need to develop vocational skills relevant to the enterprise and the transport industry through courses conducted by appropriate educational institutions and training providers.

9.2.2 Where, as a result of consultation, it is agreed by the employer that additional training in accordance with the program developed pursuant to clause 9.2.1 should be undertaken by an employee, that training may be undertaken either on or off the job:

Provided that if the training is undertaken during ordinary working hours the employee concerned shall not suffer any loss of pay. The employer shall not unreasonably withhold such paid training leave.

9.2.3 Any costs associated with standard fees for prescribed courses and textbooks (excluding those textbooks which are available in the employer's technical library) incurred in connection with the undertaking of training shall be reimbursed by the employer upon production of evidence of such expenditure:

Provided that reimbursement shall be on an annual basis, subject to the presentation of reports of satisfactory progress.

9.2.4 Travel costs incurred by an employee undertaking training in accordance with clause 9.2 which exceed those normally incurred in travelling to and from work shall be reimbursed by the employer.

9.2.5 Any disputes arising in relation to clause 9.2 shall be subject to the provisions of clause 3.1

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

### **10.1 Accommodation - Construction Work, Weipa Area**

10.1.1 Notwithstanding the provisions contained in clause 5.7, employees employed on or in connection with construction work in the Weipa area and who are required, either by the direction of the employer or by reason of the distance from their homes, to reside in accommodation provided by the employer, shall be provided by the employer with board and accommodation free of charge and without deduction from the employees' wages:

Provided that the board and accommodation supplied by the employer in accordance with this clause shall be of a reasonably good and sufficient standard.

10.1.2 The camp allowance prescribed in clause 5.7 shall not apply to these employees.

### **10.2 Meals and accommodation**

10.2.1 Where drivers and/or their assistants are required to make deliveries to towns or centres outside their place of employment, and in consequence remain away from their homes overnight, they shall be paid all reasonable expenses for meals and accommodation limited to 3 meals a day actually taken:

Provided that persons entitled to payment under clause 10.2.1 shall not be entitled to payment in accordance with clause 5.7.

### **10.3 Working in the rain**

10.3.1 Suitable waterproof clothing shall be supplied by the employer to employees who are required to work in the rain:

Provided that if such an employee, while using such clothing nevertheless gets their clothes wet, shall be paid double rates for all work so performed and such payment shall continue until the employee is able to change into dry clothing, or until they cease work, whichever is the earlier.

#### **10.4 Stacking bags of flour, etc**

No individual employee shall be called upon to lift and stack bags of flour, corn, wheat or other similar sized bags for storage, to a greater height than 6 bags or tiers high.

#### **10.5 Clothing**

Where the employees are required to handle, load or unload 500 bricks or more by hand, the employer shall supply to the employee mitts on request.

When employees are directed by the employer to wear a distinctive type of clothing and/or uniform in connection with their work then such distinctive clothing and/or uniform shall be supplied by the employer free of cost to the employee.

All employees covered by this Award shall be supplied by the employer with leather or canvas aprons.

#### **10.6 Protection**

When employees are held responsible for the collection of consignment notes, dockets, papers and money, the property of the employer, the employee shall on request, be provided with suitable facilities for the protection of the employer's property.

#### **10.7 Delivery of goods**

When delivering goods into stores where storepersons and/or packers are employed, a driver shall not be expected to deliver goods more than 12.192 m from their vehicle. Clause 10.7 shall not apply to wharves, railways, or employers' own stores.

#### **10.8 Weight carrying**

No employee unaided by proper auxiliary appliances or by another person shall be permitted to lift or carry weights exceeding 70 kg.

#### **10.9 Freezer rooms**

Any employee covered by this Award who is required to enter freezing rooms for the purpose of loading or unloading shall, while so engaged, be provided with appropriate extra clothing by the employer free of charge.

#### **10.10 Forklift operation**

Where drivers are appropriately licensed and are so instructed by the employer, they shall operate forklifts in circumstances where no permanent operator is available.

#### **10.11 First aid**

First-aid kits in suitable and secure cases shall be provided at a central position on the premises so as to be at all times readily available for the use of employees.

Where an employer appoints an employee who holds an appropriate first-aid certificate as a first-aid attendant an additional \$12.40 per week in which an employee works 3 days or more shall be paid to such employee.

### **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.

11.2.5 Time sheets or time books shall be provided by the employer and kept in a place convenient to the yard or place of work, in which each employee shall enter daily the hours of work for which they are to be paid, stating the overtime (if any). The employer shall, within 24 hours, have the time verified and the book or sheet initialled by themselves or some person authorised by them.

### **11.3 Trade Union training leave**

11.3.1 Upon written application by an employee to an employer such application being endorsed by the Union and giving to the employer at least one month's notice, such employee shall be granted up to 5 working days' leave (non-cumulative) on ordinary pay each calendar year to attend courses and seminars conducted by the Union.

11.3.2 For the purposes of these provisions "ordinary pay" shall mean at the ordinary weekly rate paid to the employee exclusive of any allowance for travelling time and fares or shift work.

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

- (a) An employee must have at least 12 months uninterrupted service with an employer prior to such leave being granted.
- (b) This clause shall not apply to an employer with less than 10 full-time employees bound by this Award.
- (c) The maximum number of employees of one and the same employer attending a course or seminar at the same time will be as follows:

Where the employer employs from 10 to 100 employees	2
Where the employer employs over 100 employees	4

Provided that where the employer has more than one place of employment in Queensland, then the formula above shall apply to the number of employees employed in or from each individual place of employment.



- (d) 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.
- (e) The scope, content and level of the course shall be such as to contribute to a better understanding of industrial relations within the employer's operations.
- (f) In granting such paid leave, the employer is not responsible for any additional costs except the payment of extra remuneration where relieving arrangements are instituted to cover the absence of the employee.
- (g) Leave granted to attend courses will not incur additional payment if such course coincided with the employee's day off in the 19 day month working arrangements or with any other concessional leave.
- (h) Such paid leave will not affect other leave granted to employees under this Award.

#### 11.4 Union encouragement

Clause 11.4 gives effect to section 110 of the Act in its entirety. Consistent with section 110 a Full Bench of the Commission has issued a Statement of Policy on Union Encouragement (reported 165 QGIG 221) that encourages an employee to join and maintain financial membership of an organisation of employees that has the right to represent the industrial interests of the employees concerned.

##### 11.4.1 Documentation to be provided by employer

At the point of engagement, an employer to whom this Award applies shall provide employees with a document indicating that a Statement of Policy on Union Encouragement has been issued by the Commission, a copy of which is to be kept on the premises of the employer in a place readily accessible by each employee.

The document provided by the employer shall also identify the existence of a Union encouragement clause in this Award.

##### 11.4.2 Union delegates

Union delegates and job representatives have a role to play within a workplace. The existence of accredited Union delegates and/or job representatives is encouraged.

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

##### 11.4.3 Deduction of union fees

Where arrangements can be entered into, employers are encouraged to provide facilities for the deduction and remittance of Union fees for employees who signify in writing to their employer, their desire to have such membership fees deducted from their wages.

#### 11.5 Posting of award

A copy of this Award shall be posted up in a conspicuous place on the premises of the employer.

#### SCHEDULE 1 Owner drivers

1. Schedule 1 shall only apply to employees defined at clause 1.4.2.
2. A motor driver providing their own vehicle shall be paid the appropriate rate prescribed below in addition to the rate prescribed in clause 5.1 of the Award.

##### (a) Tip Trucks and Pantehnicos

Tonnes	Column 1 Weekly Rate Rate \$	Column 2 Km Rate Kilometres c	Column 3 Non-Reduction \$	Column 4 Work
Four Wheel Drive Vehicles up to and including 1 t	-	-	-	-
Up to and including 1 t	-	-	-	-
Exceeding 1 t/up to 2 t	370.95	-	247.76	-
Exceeding 2 t/up to 3 t	397.03	-	367.38	-
Exceeding 3 t/up to 4 t	444.13	-	474.45	-

Tonnes	Column 1 Weekly Rate Rate \$	Column 2 Km Rate Kilometres c	Column 3 Non-Reduction \$	Column 4 Work
Exceeding 4 t/up to 5 t	542.16	-	585.12	-
Exceeding 5 t/up to 6 t	619.86	-	695.79	-
Exceeding 6 t/up to 7 t	681.71	-	805.71	-
Exceeding 7 t/up to 8 t	749.55	-	915.63	-
Exceeding 8 t/up to 9 t	794.19	-	1025.55	-
Exceeding 9 t/up to 10 t	839.28	-	1135.47	-
Exceeding 10 t/up to 11 t	1026.19	60.5	1245.39	962
Exceeding 11 t/up to 12 t	1109.56	63.9	1355.31	984
Exceeding 12 t/up to 13 t	1196.33	68.0	1465.23	995
Exceeding 13 t/up to 14 t	1294.16	73.7	1575.15	981
Exceeding 14 t/up to 15 t	1405.64	80.1	1685.07	948
Exceeding 15 t/up to 16 t	1433.67	83.5	1794.99	1032
Exceeding 16 t/up to 17 t	1461.71	87.0	1904.91	1109
Exceeding 17 t/up to 18 t	1485.42	91.9	2014.83	1176
Exceeding 18 t/up to 19 t	1513.38	95.4	2124.75	1240
Exceeding 19 t/up to 20 t	1578.50	98.3	2234.67	1267
Exceeding 20 t/up to 21 t	1659.79	102.3	2344.59	1269
Exceeding 21 t/up to 22 t	1741.57	105.8	2454.51	1273
Exceeding 22 t/up to 23 t	1823.70	109.8	2564.43	1274
Exceeding 23 t/up to 24 t	1892.24	113.9	2674.35	1286
Exceeding 24 t/up to 25 t	1961.35	117.9	2784.27	1297

(b) *Non-Tip Trucks*

Tonnes	Column 1 Weekly Rate Rate \$	Column 2 Km Rate Kilometres c	Column 3 Non-Reduction \$	Column 4 Work
Four Wheel Drive Vehicles up to and including 1 t	289.63	-	199.96	-
Up to and including 1 t	289.63	-	170.93	-
Exceeding 1 t/up to 2 t	328.29	-	247.76	-
Exceeding 2 t/up to 3 t	367.18	-	367.38	-
Exceeding 3 t/up to 4 t	404.66	-	474.45	-
Exceeding 4 t/up to 5 t	491.73	-	585.12	-
Exceeding 5 t/up to 6 t	554.08	-	695.79	-
Exceeding 6 t/up to 7 t	617.01	-	805.71	-
Exceeding 7 t/up to 8 t	682.77	-	915.63	-
Exceeding 8 t/up to 9 t	741.47	-	1025.55	-
Exceeding 9 t/up to 10 t	785.43	-	1135.47	-
Exceeding 10 t/up to 11 t	963.13	60.5	1245.39	1066
Exceeding 11 t/up to 12 t	1049.23	63.9	1355.31	1078
Exceeding 12 t/up to 13 t	1138.63	68.0	1465.23	1080
Exceeding 13 t/up to 14 t	1239.15	73.7	1575.15	1055
Exceeding 14 t/up to 15 t	1318.72	80.1	1685.07	1057
Exceeding 15 t/up to 16 t	1347.40	83.5	1794.99	1136
Exceeding 16 t/up to 17 t	1376.09	87.0	1904.91	1207
Exceeding 17 t/up to 18 t	1407.62	91.9	2014.83	1260
Exceeding 18 t/up to 19 t	1436.37	95.4	2124.75	1321
Exceeding 19 t/up to 20 t	1486.20	98.3	2234.67	1361
Exceeding 20 t/up to 21 t	1539.00	102.3	2344.59	1387
Exceeding 21 t/up to 22 t	1603.19	105.8	2454.51	1404
Exceeding 22 t/up to 23 t	1667.76	109.8	2564.43	1416
Exceeding 23 t/up to 24 t	1732.91	113.9	2674.35	1426
Exceeding 24 t/up to 25 t	1798.57	117.9	2784.27	1436

Column 1 prescribes the basic costs to be reimbursed for tip trucks and non-tip trucks respectively. These rates include a component for travelling to and from the recognised starting point.

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

Column 4 prescribes the minimum number of working kilometres which must be performed before the excess

kilometre rate as shown in Column 2 applies.

Column 3 prescribes the minimum weekly rate that shall be paid for each period of ordinary weekly hours except where such rate is less than that prescribed in Column 1.

When called upon to haul a patrol grader or drag behind a motor vehicle - 60c per day extra shall be paid.

3. Owner drivers of vehicles in excess of 10 tonnes claiming the excess kilometre rate as set out in Columns 2 and 4 of clause 2 shall submit to the employer daily, details of the actual kilometres running on the work of such employee.
4. The hire rate to be paid shall be in accordance with the payload capacity of the vehicle which is determined by subtracting the tare mass from the Gross Vehicle Mass registered under the Transport Operation (Road Use Management) Act 1995 and as indicated on the vehicle's registration certificate:

Provided that no load shall exceed the limit prescribed by or under any Queensland State Act:

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

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

THR == The greater of A or B where:

(a)  $A == \{ [WR - (700 \times S) ] H/Z \} + [20 \times P \times S] + [S(600 \times H/Z)] + [Y \text{ (only if +ve, otherwise ignore)}]$  where  
 $Y == [D - (600 \times H/Z)] \times S$

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

(c) where:

THR is the truck hire rate.

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

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

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

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

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

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

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

#### 6. *Hydraulic crane hire*

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

Crane Capacity	Rate Per Day \$	Recommended Truck Size
Up to 1 tonne metre	7.59	Up to 2-3 tonne
Over 1 tonne metre but less than or equal to 2 tonne metre	9.36	3-4 t to 5-6 t
Over 2 tonne metre but less than or equal to 3 tonne metre	15.46	6-7 t to 7-8 t
Over 3 tonne metre but less than or equal to 4 tonne metre	17.50	8-9 t to 10-11 t
Over 4 tonne metre	19.53	11-12 t and above

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

Provided that at times when the crane is not in use the vehicle weekly hire rate will be paid at the appropriate rate as specified in clause 5.1.1 calculated at the registered Gross Vehicle Mass less Vehicle Tare.

7. *Pantehnicon or covered vehicles allowance*

An additional allowance in accordance with the following scale shall be paid to drivers providing a non-tip truck equipped as a pantehnicon or with gates and tarpaulins:

	Per week
	\$
Less than 4.27 metres	39.17
4.27 metres to 5.49 metres	44.33
5.49 metres to 6.71 metres	52.64
Greater than 6.71 metres	60.43

8. *Water tank and pump*

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

9. Unless otherwise specially agreed between the employer and employee and sanctioned by the Union, and except in the case of dismissal for disobedience, dishonesty, or drunkenness, one week's notice of the termination of employment of weekly hands shall be given to the employee by the employer or the employer by the employee, or in lieu thereof one week's wages shall be paid or forfeited:

10. Provided that the week's notice shall not be continued from week to week and shall not be counted as annual holidays.

11. Where an owner driver is called upon to use a vehicle which is owned by their employer no deduction of the hire component paid to the employees shall be made.

12. The "Carrying Capacity" of any motor vehicle shall be stamped or printed in legible figures or words on such vehicle, and where the load carried by any motor vehicle exceeds such "Carrying Capacity" by more than 20%, the driver, if instructed by their employer to carry such load, shall be paid for the time during which they carried such load at the rate prescribed for a driver of a motor vehicle of Carrying Capacity equal to such load.

13. Where owner drivers are employed as casual employees they shall be paid a rate of 23% in excess of the appropriate rate set out in clause 5.1 of this Award in addition to the appropriate hire rate set out in clause 1 of Schedule 1

14. *Piecework*

Vanpersons, lorrypersons or motor lorryperson owning and driving their own vehicles (including motor vehicles), may be employed on piecework, provided that their remuneration shall be not less than the rate prescribed in clause 5.1 of the Award, inclusive of overtime.

15. *Payment of wages*

All wages shall be paid not less frequently than once a week, on some working day other than Saturday.

16. *False journeys*

All false journeys shall be paid the same rate as prescribed in clause 4 of Schedule 1.

17. *Stand down*

One half-day's wages at the rate prescribed in clause 2 of Schedule 1 shall be paid to any vanperson, lorryperson, or motor lorryperson, who turns out for work at the usual starting time when there is no work for them to do, unless such drayperson, vanperson, lorryperson, or motor lorryperson has been notified verbally or on the usual notice-board the day before, but this condition shall not apply in the event of wet weather occurring.

**SCHEDULE 2 List of employers with second tier orders which to varying degrees modify the provisions of this**

## Award

Name	Case No.	Date of Order
Permanent Heads of Queensland Government Departments; Public Hospital Boards; Mater Misericordiae Public Hospitals, South Brisbane	B87 and B122 of 9. 9.88 1988	7. 3.88
Tubemakers of Australia Limited	B175 of 21.3.88 1988	
The Atherton Tableland Co-operative Dairy Association Limited	B800 of 19.10.88 1988	
Boral Quarries a Division of Boral Resources (Q'ld) Pty. Limited	B845 of 16.11.88 1988	
The Committee of Direction of Fruit Marketing	B923 of 8.12.88 1988	
Barkly Welders Pty. Ltd.; Bolmak Pty. Ltd.; Eimco Australia; Epoca Constructions Pty. Ltd.; Mount Isa Pipeline Welding; North West Steel Fabrications; Remploy; Schmider Steel Fabricators; Simon Carves Australia; Mycote Pty. Ltd. (trading as Smits' Engineering); Specialised Drilling Services; Pavex Constructions Pty. Ltd.; Tandem Hire Service; Transfield Corporation; Viscon Construction Pty. Ltd.; Steelcon (N.W.) Pty. Ltd.	B53 of 12.2.89 1989	
Australian United Foods	B293 of 8.6.89 1989	
Tea Estates of Australia Ltd.	B574 of 24.7.89 1989	
J.R.T. 2	B588 of 16.10.89 1989	

## SCHEDULE 3 Long distance rates

### 1. Kilometre rate

1.1 The minimum cents per kilometre rate according to the appropriate classification (as defined in clause 5.1) is as follows:

Grade	As from 1 September 2005
3	28.14
4	28.74
5	29.14
6	29.54
7	30.04
8	31.03
9	31.63
10	32.52

The following classification structure will apply for the purpose of clause 1.1 above:

Grade	Description
3	Driver of 2 axle rigid vehicle up to 13.9 tonnes GVM. Capacity up to eight tonnes.
4	Driver of a 2 or 3 axle rigid vehicle over 13.9 tonnes GVM. Capacity over 8 and up to 12 tonnes.
5	Driver of 4 axle rigid vehicle 13.9 tonnes GVM. Driver of rigid vehicle and heavy trailer combination with GCM of 22.4 tonnes or less. Driver of articulated vehicle with GCM of 22.4 tonnes or less. Capacity over 12 tonnes.
6	Driver of rigid vehicle and heavy trailer combination with GCM over 22.4 tonnes but not more than 42.5 tonnes. Driver of articulated vehicle with GCM over 22.4 tonnes. Driver of low loader (as defined) with GCM of 43 tonnes or less. Capacity up to 24 tonnes.

Grade	Description
7	Driver of double articulated vehicle with GCM 53.4 tonnes or less (includes B-Doubles). Driver of low loader (as defined) with GCM over 43 tonnes.
8	Driver of rigid vehicle and trailer (s) or double articulated vehicle with GCM over 53.4 tones (includes B-Doubles).
9	Driver of road train or triple articulated vehicle exceeding 94 tonnes GCM.
10	Multi-axle trailing equipment.

## **2. Loading or unloading rates**

- 2.1 "Loading or unloading" means being physically engaged in the loading or unloading of the vehicle and includes tarping, installing and removing gates.
- 2.2 An employee shall be paid for any time worked loading or unloading a vehicle at an hourly rate calculated by dividing the appropriate classification rate in clause 5.1 by 38. The overtime penalty rates prescribed by clause 6.5 and clause 6.1 shall apply to such hourly rate for such time worked outside the span of hours 5.30 a.m. to 6.30 p.m. All loading and unloading duties performed in excess of 8 hours shall be paid at the rate of time and a-half for the first 2 hours and double time thereafter, such double time to continue until the completion of the overtime work.
- 2.3 As an alternative to clause 2.1 above, where there is a written agreement between the employer and the employee a fixed allowance based on the hourly rates provided for in clause 2.1 above may be paid to cover loading and unloading duties, provided that such written agreement is attached to the time and wages record.

## **3. Casual employment on cents per kilometre rates of pay**

- 3.1 A casual employee employed and paid under the cents per kilometre method set out in clause 1.1 of Schedule 3, shall be paid an additional 12.5% casual loading on the cents per kilometre (CPK) rates set out in clause 1.1 of Schedule 3.
- 3.2 A casual employee that is paid by the cents per kilometre method set out in clause 1.1 of Schedule 3 shall receive a minimum payment per engagement for 500km.
- 3.3 A casual employee paid under the CPK method set out at clause 1.1 of Schedule 3 who performs loading and unloading work as defined within the spread of ordinary hours shall be entitled to hourly payment of 1/38th of applicable weekly rate plus an additional casual loading of 23% for each hour or part spent so working.
- 3.4 A casual employee paid under the CPK method set out at clause 1.1 of Schedule 3 who performs loading and unloading work as defined outside the spread of ordinary hours shall be entitled to hourly payment of 1/38th of applicable weekly rate plus an additional casual loading of 10% as a base rate to be multiplied by either 1.5 times (as time and a-half) or 2 times (as double time) for working such hours.

Dated 16 March 2004.

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

Operative Date: 1 December 2003