

QUEENSLAND INDUSTRIAL RELATIONS COMMISSION

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

**WOOLCLASSERS AND SHEEP SHEARING MACHINE
EXPERTS AND GRINDERS' AWARD - STATE 2003**

Pursuant to s. 698 of the *Industrial Relations Act 1999*, the Woolclassers and Sheep Shearing Machine Experts and Grinders' Award - State 2003 with all amendments as at 10 December 2009, is hereby reprinted.

I hereby certify that the Award contained herein is a true and correct copy of the Woolclassers and Sheep Shearing Machine Experts and Grinders' Award - State 2003 as at 10 December 2009.

Dated 10 December 2009.

G.D. Savill
Industrial Registrar

**WOOLCLASSERS AND SHEEP SHEARING MACHINE
EXPERTS AND GRINDERS' AWARD - STATE 2003**

PART 1 - APPLICATION AND OPERATION

1.1 Title

This Award is known as the Woolclassers and Sheep Shearing Machine Experts and Grinders' Award - State 2003.

1.2 Arrangement

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1.3 Date of operation

This Award takes effect from 12 May 2003.

1.4 Award coverage

1.4.1 This Award shall apply to all employers and employees engaged in or in connection with or incidental to the calling of experts and grinders engaged in the sheep shearing industry, except in those sheds where 4 or less shearers are employed or engaged in or in connection with or incidental to the calling of Woolclassers employed in shearing sheds on stations where more than 2 shearers are employed, and when not less than 2,000 sheep and lambs are shorn at the one shed including shearing where the sheep and lambs of 2 or more owners are shorn at one shed under a single engagement.

1.4.2 This Award shall not apply to:

- (a) members of the employer's family; and
- (b) managers and overseers permanently employed at the station concerned.

1.5 Definitions

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

1.5.2 "Commission" means the Queensland Industrial Relations Commission.

- 1.5.3 "Shearing Shed Expert" means an employee who is competent to perform experting duties at a shearing shed in accordance with the requirement of the employer or representative (such requirements to be specified at the time of engagement). The duties shall include attending to the shearing shed machinery, engine driving and the grinding of combs and cutters.
- 1.5.4 "Trainee Wool Classer" means an employee who is not a Woolclasser as defined but who has completed the first year's course in woolclassing at a recognised technical college with a view to becoming a qualified Woolclasser in charge of woolclassing operations and is employed in a shed where more than 2,000 but not less than 4,000 sheep are shorn at the one shearing.
- 1.5.5 "Union" means The Australian Workers' Union of Employees, Queensland.
- 1.5.6 "Woolclasser" means:
- (a) any person who can give proof of not less than 3 seasons experience as a practical wool-classer in shearing sheds; or
 - (b) any person who can give proof of not less than 3 years practical experience as a wool sorter and one season's experience as a practical Woolclasser in shearing sheds;
- 1.5.7 A Woolclasser who performs the additional duty of Shearing Shed Experting at the one shearing shall, for the purposes of this Award, be deemed to be employed as a Woolclasser and not as an expert.

1.6 Parties bound

This Award is legally binding upon the employees as prescribed by clause 1.4 and their employers, and The Australian Workers' Union of Employees, Queensland 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.

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

- 4.1.1 Before an employee is employed by or on behalf of an employer on their station or elsewhere in the operations covered by this Award, the employer and employee shall sign a written agreement which shall be in accordance with the form prescribed in Schedule A.
- 4.1.2 Where such agreement is entered into:
- (a) the employer and employee shall fulfil its terms and failure to fulfil any of its terms shall be a breach of this Award but clause 4.1.2 shall not prejudicially affect the ordinary civil rights and remedies of the employer and employee in respect of any breach of contract.
 - (b) the employer shall provide 2 forms to be signed by the parties. One shall be retained by the employer and one by the employee.

4.2 Stoppage of shearing

- 4.2.1 In cases of cessation of work through strikes or other unforeseen circumstances, the agreement between the employee and the employer may be terminated at any time by mutual consent or where the cessation has lasted for more than one full working week by either party thereto.

4.3 Anti-discrimination

- 4.3.1 It is the intention of the parties to this Award to prevent and eliminate discrimination as defined by the *Anti-Discrimination Act 1991* and the *Industrial Relations Act 1999* as amended from time to time which includes:
- (a) discrimination on the basis of sex, marital status, family responsibilities, pregnancy, parental status, age, race, impairment, religion, political belief or activity, trade union activity, lawful sexual activity and association with, or relation to, a person identified on the basis of the above attributes;
 - (b) sexual harassment; and
 - (c) racial and religious vilification.

- 4.3.2 Accordingly in fulfilling their obligations under the grievance and disputes settling procedure in clause 3.1, the parties to this Award must take reasonable steps to ensure that neither the Award provisions nor their operation are directly or indirectly discriminatory in their effects.
- 4.3.3 Under the *Anti-Discrimination Act 1991* it is unlawful to victimise an employee because the employee has made or may make or has been involved in a complaint of unlawful discrimination or harassment.
- 4.3.4 Nothing in clause 4.3 is to be taken to affect:
- (a) any different treatment (or treatment having different outcomes) which is specifically exempted under the *Anti-Discrimination Act 1991*; or
 - (b) an employee, employer or registered organisation, pursuing matters of discrimination, including by application to the Human Rights and Equal Opportunity Commission/Anti-Discrimination Commission Queensland.

4.4 Termination of employment

4.4.1 Statement of employment

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

4.4.2 Termination by employer

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

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

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

4.4.3 Notice of termination by employee

The notice of termination required to be given by a full-time or part-time employee shall be one week. If an employee fails to give notice, the employer shall have the right to withhold monies due to the employee with a maximum amount equal to the amount the employee would have received under clause 4.4.2(d) for a period of notice of one week.

4.4.4 Time off during notice period

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

4.5 Introduction of changes

4.5.1 Employer's duty to notify

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

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

4.5.2 Employer's duty to consult over change

- (a) The employer shall consult the employees affected and, where relevant, their Union or Unions about the introduction of the changes, the effects the changes are likely to have on employees (including the number and categories of employees likely to be dismissed, and the time when, or the period over which, the employer intends to carry out the dismissals), and the ways to avoid or minimise the effects of the changes (e.g. by finding alternate employment).
- (b) The consultation must occur as soon as practicable after making the decision referred to in clause 4.5.1.
- (c) For the purpose of such consultation the employer shall provide in writing to the employees concerned and, where relevant, their Union or Unions, all relevant information about the changes including the nature of the changes proposed, the expected effects of the changes on employees, and any other matters likely to affect employees, provided that any employer shall not be required to disclose confidential information, the disclosure of which would be adverse to the employer's interests.

4.6 Redundancy

4.6.1 Consultation before terminations

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

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

4.6.2 Transfer to lower paid duties

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

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

4.6.3 *Transmission of business*

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

4.6.4 *Time off during notice period*

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

4.6.5 *Notice to Centrelink*

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

4.6.6 *Severance pay*

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

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

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

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

4.6.7 *Superannuation benefits*

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

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

4.6.8 *Employee leaving during notice*

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

4.6.9 *Alternative employment*

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

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

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

4.6.11 *Employees exempted*

Clause 4.6 (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.

4.6.12 *Employers exempted*

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

4.6.13 *Exemption where transmission of business*

- (a) The provisions of clause 4.6.6 are not applicable where a business is before or after the date of the insertion of this clause into the Award, transmitted from an employer (transmittor) to another employer (transmittee), in any of the following circumstances:
 - (i) where the employee accepts employment with the transmittee which recognises the period of continuous service which the employee had with the transmittor, and any prior transmittor, to be continuous service of the employee with the transmittee; or
 - (ii) where the employee rejects an offer of employment with the transmittee:

- (A) in which the terms and conditions are substantially similar and no less favourable, considered on an overall basis, than the terms and conditions applicable to the employee at the time of ceasing employment with the transmitter; and
- (B) which recognises the period of continuous service which the employee had with the transmitter and any prior transmitter to be continuous service of the employee with the transmittee.

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

4.6.14 *Incapacity to pay*

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

4.7 Continuity of service - transfer of calling

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

PART 5 - WAGES AND WAGE RELATED MATTERS

5.1 Definition of classifications

5.1.1 *Woolclassers and trainee woolclassers*

The duties of a Woolclasser and of a trainee Woolclasser, which duties shall be carried out in accordance with the directions and orders of the owner or nominated representative, shall be as follows:

- (a) to classify the wool and advise and report generally as a wool expert regarding all matters pertaining to the clip and the getting up and preparing of such for sale;
- (b) to instruct the woolrollers and supervise the skirting and rolling of the fleece;
- (c) to instruct and supervise the piecepickers, the pickers-up as far as concerns their duty in picking up the fleeces and all other persons engaged in the handling of the wool;
- (d) to instruct the woolpressers and exercise a general supervision over the pressing, weighing and branding of the bales;
- (e) to keep the shed wool book or see that it is kept by the woolpresser or woolweigher, to the satisfaction of the employer, and, where required, to write up the station permanent wool and weight book daily (one copy only).

5.1.2 *Shearing shed experts*

The duties of a Shearing Shed Expert shall include attending to the shearing shed machinery, engine driving and the grinding of combs and cutters and such other duties as may be agreed upon by the employer and the employee at the time of the employee's engagement.

5.1.3 *All employees*

If any employee is engaged to perform and does perform any of the combined duties described in clause 5.3 of this Award the employee shall be paid the extra rate or rates prescribed therein for such work.

5.2 Wage rates - Woolclassers (other than trainee woolclassers)

5.2.1 (a) Piecework rate

For carrying out the duties described in clause 5.3 of this Award, a Woolclasser (other than a trainee Woolclasser) shall be paid at the rate of \$194.37 per thousand sheep and/or lambs.

- (b) All rams and/or ram stags wool classed shall be paid for at the rate of 2 for one.

For the purpose of clause 5.2 "rams" means rams over 6 months old.

"Ram stags" means rams which have been castrated after they have attained the age of 18 months.

(c) Guaranteed weekly minimum earnings

The employer shall pay the Woolclasser at the rate set out below, if the piecework earnings from woolclassing over the whole of the employment fall short of the relevant weekly amount for the same period.

	Minimum per week \$
<i>Number of stands</i>	
3 and 4 stands	707.50
5 and 6 stands	708.50
7 stands	711.10
8 to 10 stands	713.10
11 to 15 stands	715.10
Over 15 stands	719.10

3. By deleting 5.2.1(e) and inserting the following in lieu thereof:

(e) Shearing Shed Experts

For carrying out the duties described in clause 5.1.2 a Shearing Shed Expert shall be paid as follows:

When working in sheds of from 5 to 8 stands	636.75
For each additional stand exceeding 8	0.60

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

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

(f) For the purpose of clause 5.2:

- (i) Employment shall be deemed to begin at the time at which the employee is instructed to arrive at the station, but if the employee does not arrive until later, then at the time of arrival.
- (ii) The number of stands to be taken is the number of stands actually occupied by shearers during the shearing, a stand being deemed to be occupied even though temporarily vacant due to the absence of a shearer or pending replacement of a shearer.
- (iii) In calculating the guaranteed amount in respect of employment for part of a week, the employee shall be entitled to 1/5th of the prescribed weekly rate for each day or part thereof.

5.3 Rates of pay and conditions for combined duties

5.3.1 Woolclassers (other than trainee woolclassers) and shearing shed experts

- (a) When a Woolclasser (other than a trainee Woolclasser) or a Shearing Shed Expert is engaged to perform and does perform any of the duties or combination of duties described herein in addition to the duties of a Woolclasser or Shearing Shed Expert as defined in this Award the employee shall be paid the following amounts in addition to those prescribed for the duties of a Woolclasser or Shearing Shed Expert by clause 5.2:

- (i) Overseeing or management of the board

	Per week \$
<i>Number of stands</i>	
3 and 4 stands	32.80
5 stands	33.30

6 stands	33.80
7 stands	34.30
8 stands	34.80
9 stands	35.30
10 stands	35.80
11 stands	36.30
12 stands	36.80
13 stands	37.30
14 stands	37.80
15 stands	38.30
16 stands	38.80
17 stands	39.30
18 stands	39.80
19 stands	40.30
20 stands and over	40.80

Provided that a Woolclasser shall not do overseeing nor take the management of the board in addition to doing woolclassing in any shed where more than 16 shearers are employed at any one time.

(ii) Bookkeeping (including making out of way bills) not covered by clause 5.1.1(a) and 5.1.1(e):

	Per Week \$
<i>Number of stands</i>	
3 and 4 stands	28.15
5 stands	28.35
6 stands	28.55
7 stands	28.75
8 stands	28.95
9 stands	29.15
10 stands	29.35
11 stands	29.55
12 stands	29.75
13 stands	29.95
14 stands	30.15
15 stands	30.35
16 stands	30.55
17 stands	30.75
18 stands	30.95
19 stands	31.15
20 stands and over	31.35

(iii) Making out way bills only

	Per week \$
Employees making out way bills only in a shed of any number of stands	2.90

(iv) Woolrolling or other shed hands work

	Per week \$
Employees woolrolling or performing other shed hands work	37.60

Provided that a Woolclasser shall not act as a woolroller in addition to doing woolclassing in a shed where more than 12 shearers are employed at any one time.

(v) Overseeing and bookkeeping

	Per week \$
<i>Number of stands</i>	
3 and 4 stands	40.00
5 stands	32.20
6 stands	45.00

7 stands	45.05
8 stands	45.75
9 stands	46.45
10 stands	47.15
11 stands	47.85
12 stands	48.55
13 stands	49.25
14 stands	49.95
15 stands	50.65
16 stands	51.35
17 stands	52.05
18 stands	52.75
19 stands	53.45
20 stands and over	54.15

- (vi) Overseeing and bookkeeping and woolrolling or other shed hands work - Employee overseeing and bookkeeping and woolrolling or performing other shed hands work -

	Per week
	\$
In sheds of 3 and 4 stands	57.15
In sheds of 5 or more stands - the sum of the relevant rates set out in clause 5.3.1(a)(iv) and (v).	

(b) Experting by Woolclassers

A Woolclasser who performs the additional duty of experting shall be paid in addition to the rates payable under clauses 5.2.1, 5.3.1(a) and 5.3.1(c), the following extra amount for experting: \$15.20 per week:

Provided that except in the case of an emergency a Woolclasser shall not act as an expert in addition to doing woolclassing in a shed where more than 6 shearers are employed at any one time.

- (c) A trainee Woolclasser who is engaged to perform, and does perform, any of the duties or combination of duties described in clauses 5.3.1(a) and (b) in addition to the duties described in clause 5.1 shall be paid at the rate of 75% of the appropriate amount specified in clauses 5.2.1, 5.3.1(a) and 5.3.1(b).
- (d) Where any combined duty within clause 5.3.1 is performed the time in respect of which the relevant additional rate is payable shall begin when the combined duty begins.
- (e) For the purpose of clause 5.3.1 the number of stands to be taken is the number of stands actually occupied by shearers during the shearing, a stand being deemed to be occupied even though temporarily vacant due to the absence of a shearer or pending replacement of a shearer.
- (f) For the purposes of computation of rates for employment on any of the duties described in clause 5.3.1 for part of a week, the employee shall be entitled to 1/5th of the prescribed weekly rate for each day or part thereof.

5.4 Allowance for delays for woolclassers and trainee woolclassers paid-off at piece-work rate

5.4.1 In the event of the employer failing to start shearing on the day fixed by the contract the employer shall, provided the Woolclasser and/or trainee Woolclasser is ready to start on the day fixed, pay the employee for the time the employee is kept idle at the following rates unless the failure to start is caused by wet weather or other unforeseen cause such as fire, flood, earthquake, or any other act of God:

(a) Woolclasser -

	Delay rate per day
	\$
Number of stands	
3 and 4 stands	70.75
5 and 6 stands	70.85
7 stands	71.11
8 to 10 stands	71.31
11 to 15 stands	71.51
Over 15 stands	71.91

- (b) Trainee Woolclassers - 75% of the appropriate abovementioned rate.
- (c) The number of stands to be taken is the number of stands actually occupied by shearers during the shearing, a stand being deemed to be occupied even though temporarily vacant due to the absence of a shearer or pending the replacement of a shearer.
- (d) The allowance set out in clause 5.4.1 shall be in full satisfaction of all claims by the employee arising out of such failure to start on the part of the employer.
- (e) The abovementioned rates shall only apply where an employee is paid-off at the per thousand rate as set out in clause 5.2.1(a), (b) and (c).

5.5 Allowance in lieu of annual leave and sick pay

- 5.5.1 The employee shall be paid in addition to all other amounts due to them an amount calculated at the rate of 13.25c in the dollar on the total sum of the employee's earnings for the period of employment.
- 5.5.2 The abovementioned allowance is a *pro rata* payment in lieu of 4 weeks annual leave plus a loading of 17 1/2 per cent and one point 8 week's sick leave in each year.

5.6 Sheds on the same holding

- 5.6.1 Where 2 sheds are situated on the same holding and are the property of the same owner, and where the work at the second shed starts immediately after the work at the first is completed and the same employee is employed for the 2 sheds any delay between the cut out of the one shed and the starting of the other shall be paid for at the delay rate set out in clause 5.4 of this Award. Should, however, properties intervene, such sheds shall not be considered as sheds on the same holding:

Provided that clause 5.6.1 shall not apply to the employment of Shearing Shed Experts.

5.7 Payment of wages

- 5.7.1 At the commencement of shearing the employer or their agent shall appoint a certain day upon which he shall, in each and every week, if so required, pay to the employee any sum not exceeding 75 per cent of the amount due over and above one week's earnings.

PART 6 - HOURS OF WORK, BREAKS, OVERTIME, SHIFT WORK, WEEK-END WORK

NOTE: No provisions inserted in this Award relevant to this Part.

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; and
 - (b) not less than 4 weeks in any other case.
- 7.1.2 Such annual leave is exclusive of any public holiday which may occur during the period of that annual leave and (subject to clause 7.1.5) must 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 5.2, at that excess rate; and
 - (b) in every other case, at the ordinary time rate of pay payable under clause 5.2 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 termination of the employment and shall immediately pay to the employee, in addition to all other amounts due to them, their pay, calculated in accordance with clause 7.1.5, for 4 or 5 weeks as the case may be and also their ordinary time rate of pay for any public holidays occurring during such period of 4 or 5 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 1/9th of their pay for the period of their employment in the case of a Shift Worker, and 1/12th of their pay for the period of their employment in the case of a Day Worker, calculated in accordance with clause 7.1.5.

7.1.5 *Calculation of annual leave pay*

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

- (a) Shift workers - Subject to clause 7.1.5(c), the rate of wage to be paid to a Shift Worker shall be the rate payable for work in ordinary time according to the employee's roster or projected roster, including Saturday, Sunday or public holiday shifts.
- (b) Leading hands etc. - Subject to clause 7.1.5(c), leading hand allowances otherwise payable for ordinary time worked shall be included in the wages to be paid to employees during annual leave.
- (c) All employees - Subject to the provisions of clause 7.1.5(d), in no case shall the payment by an employer to an employee be less than the sum of the following amounts:
 - (i) the employee's ordinary wage rate as prescribed in clause 5.2 for the period of the annual leave (excluding shift premiums and weekend penalty rates);
 - (ii) leading hand allowance prescribed in clause 5.2;
 - (iii) a further amount calculated at the rate of 17 1/2% of the amounts referred to in clauses 7.1.5(c)(i) and 7.1.5(c)(ii).
- (c) Clause 7.1.5(c) does not apply to the following:
 - (i) any period or periods of leave exceeding:
 - 5 weeks in the case of employees employed in a calling where 3 shifts per day are worked over a period of 7 days per week; or
 - 4 weeks in any other case.
 - (ii) employers who are already paying an annual leave bonus, loading or other annual leave payment which is not less favourable to employees.

7.1.6 Unless the employee agrees otherwise, the employer must give the employee at least 14 days' notice of the date from which the employee's annual leave will be taken.

7.1.7 Except as provided in clause 7.1.4, it is not lawful for the employer to give, or for the employee to receive, payment in lieu of annual leave.

7.1.8 Such annual leave will be exclusive of any rostered day off which would have occurred had the employee not been on annual leave.

7.1.9 Annual shut down - An employer may close down an enterprise for a period of at least 21 consecutive days and grant the balance of the annual leave due to an employee in one continuous period in accordance with a roster:

Provided that by agreement with the majority of employees concerned, an employer may close down an enterprise for a period of at least 14 consecutive days including non-working days and grant the balance of annual leave due to the employee(s) by mutual arrangement.

7.2 Sick leave

7.2.1 *Entitlement*

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

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

(b) This entitlement will accrue at the rate of 7.6 hours' sick leave for each 6 weeks of employment.

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

7.2.2 *Employee must give notice*

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

7.2.3 *Evidence supporting a claim*

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

7.2.4 *Accumulated sick leave*

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

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

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

7.2.5 *Workers' compensation*

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

7.3 Bereavement leave

7.3.1 *Full-time and part-time employees*

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

7.3.2 *Long-term casual employees*

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

7.3.3 "Immediate family" includes:

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

7.3.4 *Unpaid leave*

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

7.4 Long service leave

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

7.5 Family leave

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

7.5.1 It is to be noted that:

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

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

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

7.6 Public holidays

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

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

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

7.6.2 *Labour Day*

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

7.6.3 *Annual show*

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

In a district in which a holiday is not appointed for an annual agricultural, horticultural or industrial show, the employee and employer must agree on an ordinary working day that is to be treated as a show holiday for all purposes.

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

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

(a) A full-time employee is entitled to either payment for each public holiday or a substituted day's leave.

(b) A part-time employee is entitled to either payment for each public holiday or a substituted day's leave:

Provided that the part-time employee would have been ordinarily rostered to work on that day had it not been a public holiday.

(c) Where a public holiday would have fallen on a Saturday or a Sunday but is substituted for another day all employees who would ordinarily have worked on such Saturday or Sunday but who are not rostered to work on such day are entitled to payment for the public holiday or a substituted day's leave.

(d) Where Christmas Day falls on a Saturday or a Sunday and the public holiday is observed on another day an employee required to work on Christmas Day (i.e. 25th December) is to be paid at the rate of double time.

(e) Nothing in clause 7.6.4 confers a right to any employee to payment for a public holiday as well as a substituted day in lieu.

7.6.5 *Double time and a-half*

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

7.6.6 *Stand down*

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

7.6.7 *Substitution*

Where there is agreement between the employer and the majority of employees concerned, a public holiday may be substituted for another day. If such other day is worked, then payment for that day will be at the rate of double time and a-half at the employees' ordinary time rate of pay.

7.7 **Jury service**

(a) 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.

(b) 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.

(c) 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.

(d) 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.

(e) "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 and travelling allowance

8.1.1 The employer shall reimburse the employee for all fares necessarily incurred by the employee in travelling from their place of engagement or from their permanent residence to the place of employment and shall also pay to the employee the allowance prescribed in clause 8.1.10.

8.1.2 When an employee proceeds direct from an engagement at one shed to another shed they shall only be entitled to receive from the employer at the second shed fares and allowances from shed to shed:

Provided that clause 8.1.2 shall not prevent any mutual arrangements as to sharing these costs being agree to between employers.

8.1.3 An employee who is about to return from any shed to the place of the employee's engagement or of the employee's permanent residence shall make claim, in writing, for fares and allowance to such place within a period of a calendar month after completion of such engagement; the employer shall thereupon make prompt settlement of all fares and allowance due. Any mis-statement of entitlement to fares and allowances by the employee or failure by the employer to pay a legitimate claim, shall constitute a breach of this Award and any monies obtained by virtue of an incorrect statement must be refunded or will be recoverable by the employer.

8.1.4 When travelling by railway, first class fares shall be allowed, provided the employee travels first class.

8.1.5 If any employee travels on a train in which sleeping accommodation is available, the employee shall be entitled to be reimbursed for the cost of such sleeping accommodation provided it has been availed of.

8.1.6 The employer shall either provide suitable transport for the conveyance of the employee from the railway station to the shed and return or shall reimburse the employee for the cost of such transport.

8.1.7 Where an employee, by agreement with the employer, travels by means of the employee's own motor vehicle instead of by rail the employer shall, at the employer's option, either reimburse the employee to the extent of the cost of first class rail fares (not including the cost of sleeping accommodation but including the cost of transport from the railway station to the shed and return) which the employee would have incurred if the employee had travelled by rail, or shall pay the employee an allowance at the rate of 12.5 cents per km for travel by the most direct route from the employee's place of engagement or the employee's place of residence to the shed.

8.1.8 When an employee is proceeding, by agreement, in the employee's own motor vehicle, direct from an engagement at one shed to another shed or when the employee is so returning from one shed to the employee's place of engagement or place of permanent residence, reimbursement for travelling in the employee's car shall be in accordance with the provisions of clause 8.1.2 and 8.1.3.

8.1.9 When an employee travels by air, the employee shall not, unless such travel is authorised by the employer, receive any greater allowance than the employee would be entitled to receive under clause 8.1.4 for travel by other means.

8.1.10 An allowance at the rate of \$12.00 per day shall be paid by the employer to the employee for all expenses incurred (other than fares) while the employee is actually proceeding to and from his place of employment.

8.1.11 Such allowance shall be calculated at the rate of 50c per hour from the time of departure of the employee from the employee's place of engagement or from the employee's permanent residence until the employee arrives at the employee's place of employment.

8.1.12 When an employee is about to return from the employee's place of employment such allowance shall be calculated on the same basis from the time of departure until the employee arrives at the employee's place of engagement or the employee's permanent residence.

8.1.13 The allowance for fares and travelling expenses shall be calculated and paid for travel by the most direct, practical route.

8.1.14 An employee shall not be entitled to any benefits under clause 8.1 for travel beyond the boundaries of Queensland except by agreement with the employer concerned made at the time of engagement.

8.1.15 In cases where the employee is discharged for incompetence or misconduct no return fares nor return expenses allowance shall be paid.

PART 9 - TRAINING AND RELATED MATTERS

9.1 Commitment to training

- 9.1.1 The level of training in the industry will continue to be reviewed and upgraded where the parties deem it necessary.
- 9.1.2 The parties commit themselves to training as is regarded by them as appropriate and also to improving training in such cases where this is required.
- 9.1.3 It is agreed that the parties will co-operate in ensuring that training is maintained and improved.
- 9.1.4 This training will form the basis of an enhanced career structure in the industry.

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

10.1 Accommodation

- 10.1.1 The employer shall provide the employee with suitable board and lodging free of charge; the sleeping, and, where requested, the dining apartments shall be separate from the sleeping and dining apartments of the shearers, shed hands and station hands, but employees covered by this Award may be required to share the same sleeping and dining apartments. The employer shall also provide all reasonable appointments, including lighting, clean bed, blankets, sheets, bedding, towels, etc., and chairs, crockery, enamelware or earthenware, etc. for table and washing utensils. A tent shall not be considered suitable accommodation except in the case of an emergency.

PART 11 - AWARD COMPLIANCE AND UNION RELATED MATTERS

Preamble

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

11.1 Right of entry

11.1.1 Authorised industrial officer

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

11.1.2 Entry procedure

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

11.1.3 Inspection of records

- (a) An authorised industrial officer is entitled to inspect the time and wages record required to be kept under section 366 of the Act.
- (b) An authorised industrial officer is entitled to inspect such time and wages records of any former or current employee except if the employee:
- (i) is ineligible to become a member of the Union; or

- (ii) is a party to a QWA or ancillary document, unless the employee has given written consent for the records to be inspected; or
 - (iii) has made a written request to the employer that they do not want their record inspected.
- (c) The authorised industrial officer may make a copy of the record, but cannot require any help from the employer.
- (d) A person must not coerce an employee or prospective employee into consenting, or refusing to consent, to the inspection of their records by an authorised industrial officer.

11.1.4 *Discussions with employees*

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

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

11.1.5 *Conduct*

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

11.2 Time and wages record

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

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

11.2.2 The time and wages record must also contain:

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

11.2.3 The employer must keep the record for 6 years.

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

11.3 Union encouragement

Preamble

Clause 11.3 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 the Union.

11.3.1 Documentation to be provided by employer

At the point of engagement, the employer 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.

11.3.2 Union delegates

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

11.3.3 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.

11.4 Posting-up of award

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

Schedule A

***WOOLCLASSERS**

***SHEARING SHED EXPERTS**

AGREEMENT

Agreement made this day of two thousand and between of (hereinafter called the "employer") of the one part and of (hereinafter called the "employee") of the other part whereby the employer and the employee mutually agree as follows *viz.*:

1.1 Date of commencing work

The employee shall be at the above station ready to begin work on the day of , 20 .

1.2 Number of sheep to be shorn and number of shearers

The number of sheep to be shorn shall not be more than or less than and the approximate number of shearers to be employed shall be .

1.3 Work to be performed

The employee hereby agrees to perform in a good and workmanlike manner to the satisfaction of the employer or the employer's representative the duties of -

(Woolclasser*)

(Shearing Shed Expert*)

as set out in clause 1.4 of this agreement, together with the following duties, viz.:

(Here specify duties other than
(classing*)
(experting*))

1.4 *Duties and conditions*

The employee shall perform the duties and shall observe and comply with the conditions prescribed by the Award of the Queensland Industrial Relations Commission or any amendments thereof.

1.5 *Rates and conditions*

The employer shall pay the employee the rates and shall observe and comply with the conditions prescribed by the said Award or by any amendment thereof.

1.6 *Incorporation of provisions of Award*

The terms and conditions of the said Award and any amendment thereof shall be deemed to be incorporated in this agreement and to be binding upon the employee and the employer as terms and conditions of this agreement.

As witness the hands of the parties the day and year first before written.

Signed by the employer - , employer.

In the presence of - .

Witness - .

Signed by the employee - , employee.

In the presence of - .

Witness - .

*Strike out whichever is not applicable.

Dated 13 March 2003.

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

Operative Date: 12 May 2003