

QUEENSLAND INDUSTRIAL RELATIONS COMMISSION

Industrial Relations Act 1999 - s. 125 - making, amending and repealing awards

**The Australian Workers' Union of Employees, Queensland AND Xstrata
Queensland Ltd and Others (No. B299 of 2005)**

MIM HOLDINGS METALS DIVISION - INDUSTRIAL AGREEMENT

COMMISSIONER FISHER

14 June 2005

REPEAL AND NEW AWARD

THIS matter coming on for hearing before the Commission at Brisbane on 19 April, 8 and 14 June 2005, this Commission orders that the said Industrial Agreement be repealed and awards as follows as from 14 June 2005:

XSTRATA QUEENSLAND LIMITED - PORT OPERATIONS AWARD - STATE 2005

PART 1 - APPLICATION AND OPERATION

1.1 Title

This Award is known as the Xstrata Queensland Limited - Port Operations Award - State 2005.

1.2 Arrangement

Subject Matter Clause No.

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1.3 Date of operation

This Award takes effect from 14 June 2005.

1.4 Award coverage

1.4.1 This Award applies to the employees of the bulk handling and workshop facilities of the port operations of Xstrata Queensland Ltd Metals Transport Division in Townsville.

1.5 Definitions

1.5.1 "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 "Continuous Shift Work" means 3 shifts per day for a period as is agreed between the parties to address the operational requirements.

1.5.4 "Employee" means a person employed by the Employer pursuant to this Award.

1.5.5 "Employer" means Xstrata Queensland Ltd.

1.5.6 "Shift Work" means a one or 2 shift roster system.

1.5.7 "Terminal" means "Bulk Handling Terminals".

1.5.8 "Union" means The Australian Workers' Union of Employees, Queensland; the Federated Engine Drivers' and Firemens' Association of Australasia, Queensland Branch, Union of Employees; The Electrical Trades Union of Employees of Australia, Queensland Branch; or the Automotive, Metals, Engineering, Printing and Kindred Industries Industrial Union of Employees, Queensland.

1.6 Parties bound

This Award is legally binding on the employer(s) and employees as prescribed by clause 1.4, the Unions and their members.

PART 2 - FLEXIBILITY

2.1 Enterprise flexibility

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

2.1.2 The consultative processes established in an enterprise in 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 Consultative mechanisms and procedures in the workplace

3.1.1 The parties to this Award are committed to co-operating positively to increase the efficiency, productivity and competitiveness of the industries covered by this Award and to enhance the career opportunities and job security of employees in such industries.

3.2 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.

3.2.1 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.

3.2.2 If the grievance or dispute is not resolved under clause 3.2.1, 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.

3.2.3 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 3.2.5.

3.2.4 If the grievance or dispute is still unresolved after discussions mentioned in clause 3.2.2, 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 3.2.2 will not result in resolution of the dispute.

3.2.5 If, after discussion between the parties, or their nominees mentioned in clause 3.2.4, 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.

- 3.2.6 Whilst all of the above procedure is being followed, normal work shall continue except in the case of a genuine safety issue.
- 3.2.7 The *status quo* existing before the emergence of the grievance or dispute is to continue whilst the above procedure is being followed.
- 3.2.8 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.
- 3.2.9 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.
- 3.2.10 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 Employment categories

- 4.1.1 Employees covered by this Award shall be advised in writing of their employment category upon appointment. Employment categories are:
- (a) Full-time;
 - (b) Part-time (as prescribed in clause 4.3); and
 - (c) Casual (as prescribed in clause 4.4).

4.2 Full-time employment

"Full-time employee" means a person who is engaged to work on a full-time basis.

4.3 Part-time employment

- 4.3.1 Part-time employment shall be defined as an employee who is engaged for lesser number of hours than constitute full-time employment under this Award; of a minimum number of hours, being 10 per week; of a maximum number of hours, being 38 per week; of a minimum number of consecutive hours, being 4 per day; of a regular number of ordinary hours per week; and any work performed by a part-time employee outside of the ordinary rostered hours to be paid as overtime.
- 4.3.2 Any variations to work patterns are to be in accordance with award provisions for full-time employees.
- 4.3.3 Part-time employees are to be paid on a *pro rata* basis (proportionate to the number of hours worked) for wages and employment conditions as specified in this Award for full-time employment for the same kind of work.
- 4.3.4 All other conditions for part-time employment other than those specified above, shall be those that apply to full-time employment.
- 4.3.5 An employee who does not meet the definition of a part-time employee and who is not a full-time employee will be paid as a casual employee in accordance with this Award.

Where an employee and the employer agree, part-time employment may be converted to full-time and *vice versa* on a permanent basis or for a specified period of time. If such as employee transfers from full-time to part-time (or *vice versa*) all accrued award and legislative entitlements shall be maintained. Following transfer to part-time employment accrual will occur in accordance with the provisions relevant to part-time employment.

4.4 Casual employment

A casual employee is one who is engaged and paid as such. The minimum rate of wages payable to a casual worker shall be the ordinary rate prescribed in the Award for the class of work they are engaged on plus 23% loading.

Any casual employee who does less than 2 hours' work shall, unless a stoppage of work is caused through the employee's own default, or by reason of breakdowns, accidents and strikes, or other cause beyond the control of the employer, be paid a minimum of 4 hours at the prescribed rate.

4.5 Flexibility of labour

4.5.1 Where, because of work demands on any day, there are shortages of the appropriate labour, employees, members of the The Australian Workers' Union of Employees, Queensland/the Federated Engine Drivers' and Firemens' Association of Australasia, Queensland Branch, Union of Employees, will perform such tasks as are available across the spectrum of coverage of both Unions:

Provided that no employee will be required to carry out any task which is beyond their competence and, where necessary, for which they are not licensed or certificated:

Provided further that when carrying out these flexible arrangements an employee will not be reduced in wages and where appropriate the 2 or more classes of work provision will apply.

4.5.2 All the parties agree that the operational needs of the enterprise require a more flexible set of working arrangements, and that these arrangements, both current and future, will bring about a more productive enterprise.

4.5.3 A specific labour flexibility that has been agreed and will be implemented is the short period (up to 3 days) supplementary support to bulk handling by engineering personnel for continuous ship loading operations of 20,000 tonnes or over. In addition, such labour flexibilities may be implemented where the employer has demonstrated the operational requirements are such that loading of less than 20,000 tonnes or ship loading which would exceed 16 hours loading time, cannot be completed in the necessary timeframe through the utilisation of bulk handling personnel only. The requirements will be advised to the workforce and will include matters such as waiting ships, movements to other berths, turnaround of larger ships, shipping schedules, tide movements etc. The application of the above shall be in circumstances where the demonstrable requirement of the process dictates that loading must be completed within the timeframe which has been advised.

4.5.4 Such arrangements will be pre-planned after considering all priorities and efficiencies related thereto, and shall also recognise the opportunity to utilise/develop skills of bulk handling personnel. Where appropriate, the higher rate and/or allowance shall apply.

4.5.5 Trials of further changes to working arrangements should be based on stated objectives and may involve all, or a section of the workforce. Trialling Agreements shall contain a review process and parties involved are responsible for developing a report of the trial.

4.6 Anti-discrimination

4.6.1 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.

4.6.2 Accordingly, in fulfilling their obligations under the grievance and dispute settling procedure in clause 3.2, 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.

4.6.3 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.

4.6.4 Nothing in clause 4.6 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.

4.7 Termination of employment

4.7.1 Termination by the employer

- (a) In order to terminate the employment of an employee the employer shall give the following notice:

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

- (b) In addition to the notice in clause 4.7.1(a), employees over 45 years of age at the time of giving of notice and with not less than 2 years' continuous service, 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) The period of notice in clause 4.7.1 shall not apply to casual employees nor in the case of dismissal for misconduct (including dishonesty, intoxication or wilful disobedience) or other grounds that justify instant dismissal.

4.7.2 Notice of termination by employee

- (a) 2 days' notice of termination is required to be given by the employee to the employer.
- (b) 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 ordinary time rate for the period of notice.

4.7.3 Casual employees

No notice is required to be given by the employer or the employee to terminate the hourly contract of employment of a casual employee.

4.8 Introduction of changes

4.8.1 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.

4.8.2 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 4.8.1.
- (c) For the purpose of such consultation the employer shall provide in writing to the employees concerned and, where relevant, their union or unions, all relevant information about the changes including the nature of the changes proposed, the expected effects of the changes on employees, and any other matters likely to affect employees:

Provided that an employer shall not be required to disclose confidential information, the disclosure of

which would be adverse to the employer's interests.

4.9 Redundancy

4.9.1 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 4.9.1(a) and shall cover the reasons for the proposed terminations, measures to avoid or minimise the terminations and/or their adverse affects on the employees concerned.
- (c) For the purpose of the consultation the employer shall, as soon as practicable, provide in writing to the employees concerned and, where relevant, their union or unions, all relevant information about the proposed terminations including the reasons for the proposed terminations, the number and categories of employees likely to be affected, the number of workers normally employed and the period over which the terminations are likely to be carried out:

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

4.9.2 Transfer to lower paid duties

- (a) Where an employee is transferred to lower paid duties for reasons set out clause 4.9.1 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 4.7
- (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.

4.9.3 Transmission of business

- (a) Where a business is, whether before or after the date of insertion of clause 4.9 in the Award transmitted from an employer (transmittor) to another employer (transmittee), and an employee who at the time of such transmission was an employee of the transmittor of the business, becomes an employee of the transmittee:
 - (i) the continuity of the employment of the employee shall be deemed not to have been broken by reason of such transmission; and
 - (ii) the period of employment which the employee has had with the transmittor or any prior transmittor shall be deemed to be service of the employee with the transmittee.
- (b) In clause 4.9.3, "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.

4.9.4 Time off during notice period

- (a) Where a decision has been made to terminate an employee in the circumstances outlined in clause 4.9.1, 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.

4.9.5 *Notice to Centrelink*

Where a decision has been made to terminate employees in the circumstances outlined in clause 4.9.1, 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.

4.9.6 *Severance pay*

- (a) In addition to the period of notice prescribed for ordinary termination in clause 4.7.1(a), and subject to further order of the Commission, an employee whose employment is terminated for reasons set out in clause 4.9.1(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.

4.9.7 *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.

4.9.8 *Employee leaving during notice*

An employee whose employment is terminated for reasons set out in clause 4.9.1(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.

4.9.9 *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.

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

Clause 4.9 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.

4.9.11 *Employees exempted*

Clause 4.9 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

4.9.12 *Employers exempted*

- (a) Subject to an order of the Commission, in a particular redundancy case, clause 4.9 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.

4.9.13 *Exemption where transmission of business*

- (a) The provisions of clause 4.9.6 are not applicable where a business is before or after the date of the insertion of this clause into the Award, transmitted from an employer (transmittor) to another employer (transmittee), in any of the following circumstances:
 - (i) where the employee accepts employment with the transmittee which recognises the period of continuous service which the employee had with the transmittor, and any prior transmittor, to be continuous service of the employee with the transmittee; or
 - (ii) where the employee rejects an offer of employment with the transmittee:
 - (A) in which the terms and conditions are substantially similar and no less favourable, considered on an overall basis, than the terms and conditions applicable to the employee at the time of ceasing employment with the transmittor; and
 - (B) which recognises the period of continuous service which the employee had with the transmittor and any prior transmittor to be continuous service of the employee with the transmittee.
- (b) The Commission may amend clause 4.9.13(a)(ii) if it is satisfied that it would operate unfairly in a particular case, or in the instance of contrived arrangements.

4.9.14 *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.

4.10 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 Definitions of classifications

5.1.1 *Terminal operations*

- (a) B5 - Trainee assistant terminal operator

Without limiting the scope of work performed, the following duties are indicative of the requirements of this level and of the skill held.

Employees at this level undertake instruction to develop their knowledge of site safety rules and procedures, plant site equipment and activities, different products, storage locations and feeders etc.

Typical duties of this level include house keeping and manual clean up of operational areas, shovelling out of wet wagons, cleaning of mobile and fixed plant and assisting other personnel as required.

Employees at this level work under supervision or as part of a team and undertake training in preparation to progress to the next classification level.

(b) B4 - Assistant terminal operator

Without limiting the scope of work performed, the following duties are indicative of the requirements of this level and of the skill held.

Employees at this level are fully competent in the performance of the following:

- (i) all duties encompassed in the previous classification;
- (ii) operates tippers, fork trucks large and small, tractor, skid steer loader and sweeper in bulk handling functions;
- (iii) positions mobile plant or attachments on hire including fork trucks, end loaders, spreaders etc;
- (iv) fuels and services mobile plant, conducts pre start checks and minor repairs or replacements, rotates and repairs tyres on fork trucks, and service vehicles and trucks;
- (v) services shore based cranes and changes attachments;
- (vi) monitors the weightower equipment, recording tonnes and logging entries and participates with the plant operator and gantry operator in co-ordinating the ship loading operation;
- (vii) conducts a variety of maintenance activities on the conveyor systems including linatex liner replacement, adjustment at transfer points, roller replacement, skirting rubber adjustment, and replacement and belt splicing.

Employees at this level assist in on-the-job training of other employees and work under limited supervision as an individual or as part of a team.

(c) B3 - Weightower sampler

Without limiting the scope of work performed, the following duties are indicative of the requirements of this level and of the skill held.

Employees at this level are fully competent in the performance of the following:

- (i) all duties encompassed in the previous classification;
- (ii) collects product samples during ship loading operation which are weighed, dried, reweighed to calculated moisture content and accurately records the result following standard procedures. Bags and labels samples for dispatch to the mine supplying the product.

Employees at this level assist in on-the-job training of other employees and work under limited supervision.

(d) B2 - End loader/bull dozer

Without limiting the scope of work performed, the following duties are indicative of the requirements of this level and of the skill held:

- (i) all duties encompassed in the previous classification;
- (ii) operates end loader to move and stockpile products, to maintain separation of materials and prevent contamination, and to load product into feeders as part of ship loading operation;

- (iii) operates 8 tonne mobile crane as required and positions 55 tonne portal crane and 25 tonne crane for hire purposes.

Employees at this level assist in on-the-job training of other employees and work under limited supervision as an individual or as a team.

- (e) B1 - Gantry operator

Without limiting the scope of work performed, the following duties are indicative of the requirements of this level and of the skill held.

Employees at this level are fully competent in the following:

- (i) all duties encompassed in the previous classification;
- (ii) operates the bulk ship loading gantry to transfer product from feeders to ship's hold where even and level distribution of product is maintained. Follows loading instructions of product and tonnes to appropriate hatch and monitors listing of ship.

Employees at this level assist in on-the-job training of other employees and work under limited supervision.

5.1.2 Workshop

- (a) C13 - Labourer

An employee who has completed up to 3 months structured training or has equivalent experience so as to enable the employee to perform work within the scope of this level.

An employee at this level performs work to the level of their training:

- (i) works under direct supervision either individually or in a team environment;
- (ii) understands and undertakes basic quality control/assurance procedures including the ability to recognise basic quality deviations/faults;
- (iii) understands and utilises basic statistical process control procedures.

Indicative of the tasks which an employee at this level may perform are the following:

- (A) repetition work on automatic, semi-automatic or single purpose machines or equipment;
- (B) assembles components using basic written, spoken and/or diagrammatic instructions in an assembly environment;
- (C) basic soldering or butt and spot welding skills or cuts scrap with oxy-acetylene blow pipe;
- (D) uses selected hand tools;
- (E) boiler cleaning;
- (F) maintains simple records;
- (G) uses hand trolleys and pallet trucks;
- (H) assist in the provision of on-the-job training in conjunction with tradespersons and supervisor/trainees.

- (b) C12 - Storeperson

An employee who has completed a Production/Engineering Certificate 1 or equivalent training or experience so as to enable the employee to perform work within the scope of this level.

An employee at this level performs work above and beyond the skills of an employee at C13 and to the level of their training:

- (i) is responsible for the quality of their own work subject to routine supervision;

- (ii) works under routine supervision either individually or in a team environment;
- (iii) exercises discretion within their level of skills and training.

Indicative of the tasks which an employee at this level may perform are the following:

- (A) operates flexibly between assembly stations;
- (B) operates machinery and equipment requiring the exercise of skills and knowledge beyond that of an employee at level C13;
- (C) non-trade engineering skills;
- (D) basic tracing and sketching skills;
- (E) basic inventory control in the context of a production process;
- (F) receiving, despatching, distributing, sorting, checking, packing (other than repetitive packing in a standard container or containers in which such goods are ordinarily sold), documenting and recording of goods, materials and components;
- (G) basic keyboard skills;
- (H) advanced soldering techniques;
- (I) operation of machinery requiring certification at 1D or 1E level;
- (J) operation of mobile equipment including industrial trucks and cranes;
- (K) ability to measure accurately;
- (L) assists one or more tradespersons;
- (M) welding which requires the exercise of knowledge and skills above C13;
- (N) erecting and/or installing television and other electronic impulse transmitting and/or receiving antennae;
- (O) assists in the provision of on-the-job training in conjunction with tradespersons and supervisor/trainees.

(c) C10 - Tradesperson

Engineering Tradesperson Level I - An Engineering Tradesperson Level I is an employee who holds a Trade Certificate or Tradespersons Rights Certificate as a:

- (i) Engineering tradesperson (electrical/electronic) Level I;
- (ii) Engineering tradesperson (mechanical) Level I;
- (iii) Engineering tradesperson (Fabrication/vehicle building) Level I; and is able to exercise the skills and knowledge of that trade.
- (iv) An Engineering tradesperson Level I works above and beyond an employee at C11 an to the level of their training:
 - (A) understands and applies quality control techniques;
 - (B) exercises good interpersonal and communications skills;
 - (C) exercises keyboard skills at a level higher than C11;
 - (D) exercises discretion within the scope of this grade;
 - (E) performs work under limited supervision either individually or in a team environment;

- (F) operates all lifting equipment incidental to their work;
- (G) performs non-trade tasks incidental to their work;
- (H) performs work which while primarily involving the skills of the employee's trade, is incidental or peripheral work and would not require additional formal technical training;
- (I) able to inspect products and/or materials for conformity with established operational standards.

(v) Production systems employee -

A production systems employee is an employee who, while still being primarily engaged in engineering/production work applies the skills acquired through the successful completion of a trade certificate level qualification in the production distribution, or stores functions according to the needs of the enterprise. A production systems employee works above and beyond an employee at C11 and to the level of their training:

- (A) understands and applies quality control techniques;
- (B) exercises good interpersonal communications skills;
- (C) exercises discretion within the scope of this grade;
- (D) exercise keyboard skills at a level higher than C11;
- (E) performs work under general supervision whether individually or in a team environment;
- (F) able to inspect production and/or materials for conformity with established operational standards.

Indicative of the tasks which an employee at this level may perform are as follows:

- approves and passes first off samples and maintains quality of product;
- works from production drawings, prints or plans;
- operates, sets up and adjusts all production machinery in a plant including production process welding to the extent of training;
- can perform a range of engineering maintenance functions including removing equipment fastenings including use of destructive cutting equipment; lubrication of production equipment;
- able to operate all lifting equipment;
- basic production scheduling and materials handling within the scope of the production process or directly related functions within raw materials/finished goods locations in conjunction with technicians;
- understands and applies computer techniques as they relate to production process operations;
- operation of machinery requiring certification at 1A or 2A levels;
- high level stores and inventory responsibility beyond the requirements of an employee at C11;
- assistant in the provision of on-the-job training in conjunction with tradespersons and trainers;
- has a sound knowledge of the Employers' operations as it relates to the production process.

(d) C9 - Tradesperson

Engineering tradesperson Level II

Engineering technician Level I

- (i) An engineering tradesperson Level II is an:
 - (A) Engineering Tradesperson (electrical/electronic) Level II; or
 - (B) Engineering Tradesperson (mechanical) Level II; or
 - (C) Engineering Tradesperson (fabrication/vehicle building) Level II;
- (ii) who has completed the following training requirements:
 - (A) 3 appropriate modules in addition to the training requirements C10 level; or
 - (B) 3 appropriate modules towards an Advanced Certificate; or
 - (C) 3 appropriate modules towards an Associate Diploma; prescribed in the implementation Manual.
- (iii) An engineering tradesperson Level II works above and beyond a tradesperson at C10 and to the level of their training:
 - (A) exercises the skills attained through satisfactory completion of the training prescribed for this classification subject to the standards prescribed by the Implementation Manual;
 - (B) exercises discretion within the scope of this grade;
 - (C) works under general supervision either individually or in a team environment;
 - (D) understands and implements quality control techniques;
 - (E) provides trade guidance and assistance as part of a work team;
 - (F) exercises trade skills relevant to the specific requirements of the enterprise at a level higher than engineering tradesperson Level I.

Tasks which an employee at this level may perform are subject to the employee having the appropriate trade and post trade training to enable them to perform particular tasks.

(iv) Engineering technician Level I

An employee who has the equivalent level of training and/or experience to a C9 tradesperson in the technical fields as defined but is engaged in detail drafting or routine planning or technical tasks requiring technical knowledge.

(e) C8 - Tradesperson

Engineering tradesperson special class Level I

Engineering technician Level II

- (i) A special class engineering tradesperson Level I means a:
 - (A) Special class engineering tradesperson (electrical/electronic) Level I; or
 - (B) Special class engineering tradesperson (mechanical) Level I; or
 - (C) Special class engineering tradesperson (fabrication/vehicle building) Level I;
- (ii) who has completed the following training requirement:
 - (A) 6 appropriate modules in addition to the training requirements of C10 level; or
 - (B) 6 appropriate modules towards an Advanced Certificate; or
 - (C) 6 appropriate modules towards an Associate Diploma;

as prescribed in the Implementation Manual.

(iii) A special class engineering tradesperson Level I works above and beyond a tradesperson at C9 and to the level of their training:

- (A) exercises the skills attained through satisfactory completion of the training prescribed for this classification subject to the standards prescribed by the implementation manual;
- (B) provides trade guidance and assistance as part of a work team;
- (C) assists in the provision of training in conjunction with supervisors and trainers;
- (D) understands and implements quality control techniques;
- (E) works under limited supervision either individually or in a team environment.

(iv) The following indicative tasks which an employee at this level may perform are subject to the employee having appropriate trade and post trade training to enable the employee to perform the particular indicative tasks:

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

(v) Engineering technician Level II

Engineering technician Level II means an employee who has equivalent level of training and/or experience to and engineering tradesperson Level III but is engaged in detailed drafting or planning or technical work which requires the exercise of judgement and skill in excess of that required of an employee at C9 under the supervision of technical staff.

(f) C7 - Tradesperson

Engineering tradesperson - special class Level II

Engineering technician - Level III

(i) A special class engineering tradesperson Level II means a:

- (A) Special class engineering tradesperson (electrical/electronic) Level II; or
- (B) Special class engineering tradesperson (mechanical) Level II; or
- (C) Special class engineering tradesperson (fabrication/vehicle building) Level II;

(ii) who has completed the following training requirement:

- (A) 3 appropriate modules in addition to the requirements of C8 level; or
- (B) 9 appropriate modules towards an Advanced Certificate; or
- (C) 9 appropriate modules towards an Associate Diploma;

as prescribed in the Implementation Manual.

(iii) Tradesperson at C8 and to the level of their training:

- (A) exercises the skills attained through satisfactory completion of the training prescribed for this classification subject to the standards prescribed by the Implementation Manual;

- (B) is able to provide trade guidance and assistance as part of a work team;
 - (C) provides training in conjunction with supervisors and trainers;
 - (D) understands and implements quality control techniques;
 - (E) works under limited supervision either individually or in a team environment.
- (iv) The following indicative tasks which an employee at this level may perform are subject to the employee having appropriate trade and post trade training to enable the employee to perform the particular indicative tasks:
- (A) works on machines or equipment which utilise complex mechanical, hydraulic and/or pneumatic circuitry and controls or a combination thereof;
 - (B) works on machinery or equipment which utilises complex electrical/electronic circuitry and controls;
 - (C) works on instruments which make up a complex control system which utilises some combination of electronic mechanical or fluid power principles;
 - (D) applies advanced computer numerical control techniques in machining or cutting or welding or fabrication;
 - (E) exercises intermediate CAD/CAM skills in the performance of routine modifications to programs;
 - (F) working on complex or intricate interconnected electrical circuits at a level above C8;
 - (G) working on complex radio/communication equipment.

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

(v) Engineering technician Level III

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

- (A) details drafting or planning or technical duties requiring judgement and skill in excess of that required of a technician at C8 under the supervision of technical staff; or
- (B) possesses a level of training and/or experience at C8 level and exercises cross skilling in technical fields as defined.

(g) C6 - Tradesperson

Advanced engineering tradesperson - Level I
Engineering technician Level IV

Advanced engineering tradesperson Level I

- (i) An advanced engineering tradesperson Level I means a:
- (A) advanced engineering tradesperson (electrical/electronic) Level I; or
 - (B) advanced engineering tradesperson (Mechanical) Level I; or
 - (C) advanced engineering tradesperson (fabrication/vehicle building) Level I who has completed:
 - 12 appropriate modules of an Advanced Certificate; or

- 12 appropriate modules of an Associate Diploma;
 - or equivalent accredited training,
- as prescribed in the Implementation Manual.
- (ii) An advanced engineering trades person Level I works above and beyond a tradesperson at C7 and to the level of their training;
- (A) undertakes quality control and work organisation at a level higher than for C7;
 - (B) provides trade guidance and assistance as part of a work team;
 - (C) assists in the provision of training to employees in conjunction with supervisors/trainers;
 - (D) performs maintenance planning and predictive maintenance work not in technical fields;
 - (E) works under limited supervision either individually or in a team environment;
 - (F) prepares reports of a technical nature on specific tasks or assignments as directed;
 - (G) exercises broad discretion within the scope of this level.
- (iii) The following indicative tasks which an employee at this level may perform are subject to the employee having appropriate Trade and Post Trade Training to enable the employee to perform that particular indicative task:
- (A) working on combinations of machines or equipment which utilises complex electronic, mechanical and fluid power principles;
 - (B) working on instruments which make up a complex control system which utilise some combination of electrical, electronic, mechanical, fluid power principles and electronic circuitry containing complex analogue and/or digital control systems utilising integrated circuitry;
 - (C) applies computer integrated manufacturing techniques involving a higher level of computer techniques involving a higher level of computer operating and programming skills than for C7;
 - (D) working on various forms of machinery and equipment which are electronically controlled by complex digital and/or analogue control systems using integrated circuitry.
- (iv) Engineering technician Level IV
- An engineering technician Level IV means an employee who has equivalent level of training and skills to an advanced engineering tradesperson - Level I but is engaged on one of the following areas to the extent of that training:
- (A) detailed drafting involving originality of thought which requires the exercise of judgement and skill in excess of that required to a technician at C7 level under the supervision of technical and/or professional staff; or
 - (B) is engaged in planning or technical duties requiring judgement and skill in excess of that required of a technician at C7 level under the supervision of technical and/or professional staff; or
 - (C) exercises a level of cross skilling in technical fields as defined.

5.2 Wage rates

5.2.1 The minimum rates to be paid to the classes of employees specified in clause 5.2 shall be as set out below.

Classification	Relativity	Per Week \$
Tradesperson	(C10)	616.00

Classification	Relativity	Per Week \$
"	(C9)	624.20
"	(C8)	634.40
"	(C7)	655.20
"	(C6)	700.30
Labourer	(C13)	545.10
Storeperson	(C12)	553.70
Terminal operator	(BH5)	558.00
	(BH4)	619.20
	(BH3)	620.70
	(BH2)	629.00
	(BH1)	635.00

5.2.2 Apprentices

The rates of pay for apprentices for all purposes shall be as follows:

	Per week \$
1st year	\$334.80
2nd year	\$416.09
3rd year	\$524.50
4th year	\$605.80

Note 1: The rates of pay in this Award are intended to have effect from 1 September 2005 and include the arbitrated wage adjustment payable under the 1 September 2005 Declaration of General Ruling and earlier Safety Net Adjustments. (Disputed cases are to be referred to the Vice President.) 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 by 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 the previous State Wage Cases or under the current Statement of Policy, excepting those resulting from enterprise agreements, are not to be used to offset arbitrated wage adjustments.

5.3 Allowances

5.3.1 Consolidated payments

This amount is in lieu of all allowances, disability, and other payments, etc, not listed in this Award but previously payable under Awards and Agreements, and includes tool allowance, disability payment, dust, belt, travel, on-call, standby, wet, meal, repair, construction, late lunch, confined space, height, dirty work. This payment is for all ordinary hours worked only. It includes a factor for such payments previously applicable to overtime hours and will not apply to overtime. This payment has no application for any other purpose of the Award, nor sick leave, annual leave, long service leave, superannuation, etc.

		Per 38 hours \$
Fitter	All Levels	57.03
Welder	All Levels	46.73
Electrical	All Levels	68.17
Sprayhand		26.29
Bulk handling	All Levels	71.05
Labourer		13.72
Storeperson		1.06

5.3.2 Leading hand rates

	Per day \$
0 - 10 persons	\$4.82

	Per day
	\$
10 - 20 persons	\$7.30
20 + persons	\$9.54

5.4 Payment of wages

Wages will be paid fortnightly by electronic funds transfer (EFT) directly into the employee's account in any financial institution nominated by the employee, which has that facility.

5.5 Occupational superannuation

5.5.1 Clause 5.5 applies to all employees of the company except employees who are members of or become members of the Xstrata Wages Employees Superannuation Plan.

(a) Definitions

- (i) The "Fund" means the Sunsuper Superannuation Fund.
- (ii) "Ordinary time earnings" means the actual ordinary rate of pay prescribed for the employee's classification in this Award for ordinary hours of work under this Award including shift loading and leading hand allowance where applicable. Ordinary time earnings shall not include payment based on production, overtime, disability allowance, penalty rates, fares and travelling time allowances or any other extraneous payments of a like nature.

(b) Contribution amount - The company shall, in respect to an employee, contribute an amount equal to 9% (which shall be adjusted periodically in accordance with Government legislation) of ordinary time earnings or if applicable, 6% (which shall be adjusted periodically in accordance with Government legislation) of weekly payments made under the *Workers' Compensation Act*, to the Fund for the credit of such employee at such times and for such periods as the companies are required to do so pursuant to the relevant Trust Deed.

(c) Death or total and permanent disablement benefit - Insurance cover for death or total and permanent disablement may apply at the option of the member. Such cover is provided upon written request by the member when joining the Plan and is not subject to the results of a medical examination. members who elect not to have this insurance cover when they join the Plan, may subsequently elect to be provided insurance cover under the plan; the level of such cover being determined by the Trustee having regard to the results of a medical examination of the Member. The cost of providing such cover shall be deducted from the Company Contribution Amount.

(d) Administration expenses - a deduction shall be made from the Company Contribution Amount to meet the actual and expected administration expenses incidental to the administration of the fund.

(e) Voluntary contributions - under the rules of the fund, members may contribute to the fund by way of regular payroll deductions.

5.5.2 *Xstrata Wages Employees Superannuation Plan ("the Plan")* - Except for employees covered by the occupational superannuation in clause 5.5.1, the following provisions shall determine the bases for the calculations of employer superannuation contributions.

(a) "Old Superannuation Wage (old base)" - For the purposes of the Plan, on 1 July 1996, the old base (as calculated below) will be fixed. The old base will be adjusted thereafter annually at 1 July in line with movements in the Average Ordinary Time Earnings Index ("AWOTE") published by the Bureau of Statistics for the March quarter of the relevant year.

(b) The wage used for calculating the old base at 1 July 1996, is the employee's classification rate, as prescribed in Certified Agreement No. CA11 of 1995, as at that time, expressed as an annual amount.

(c) "New Superannuation Base" - For members where annualised salaries have been implemented through an Enterprise Bargaining Agreement, the new base for the purpose of the Plan shall be:

(d) All inclusive pay for ordinary hours of work less:

- (i) roster payment (which may include shift allowance and/or payment for extended hours)

Provided that the new base shall not exceed a maximum figure which is fixed at \$40,000 pa as at 1 July, 1996. The maximum will be increased annually at 1 July in line with movements in

AWOTE Index published by the Bureau of Statistics for the March quarter of the relevant year.

(e) For members where annualised salaries have not been implemented through an Enterprise Bargaining Agreement, the old base as per clause 5.5.2(a) will be used until a new base is determined in accordance with clause 5.5.2 (b).

(f) "Accumulation Section - Transitional Arrangements Old Base to New Base" - For employees who elect to transfer to the Accumulation Section of the Plan, contributions made by the company shall be phased in as follows:

(from 01/07/98)

11% of new base

plus

8% of the difference

between new base

and

old base

Provided that where annualised salaries have not been introduced as a result of an Enterprise Bargaining Agreement, contributions made by the Company will be equal to 11% of old base until a new base is determined (at which time the above phase-in commences to apply).

(g) "Defined Benefits Section" - for employees who elect to remain in the Defined Benefit Section, existing defined benefits will remain as they are. This means that retirement, death and disablement benefits will continue to be calculated using the defined benefits rules except that the wage used to calculate the benefits will be the old base as defined in clause 5.5.2(a) which will be indexed annually on 1 July in accordance with movements in AWOTE Index published by the Bureau of Statistics for the March quarter of the relevant year.

(h) Additionally, such employees will receive a supplementary benefit equal to fully vested Company-funded accumulation supplement calculated at 11% of the difference between an employee's old base and new base. This benefit will be phased-in over 2 years, as set out below:

4% - 1 July 1996 to 30 June 1997

8% - 1 July 1997 to 30 June 1998

11% - 1 July 1998 onwards

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

6.1 Hours of work

6.1.1 Hours for day workers

(a) The hours of work for day workers shall be subject to clause 6.1.3 and, subject 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:

(i) 38 hours within a work cycle not exceeding 7 consecutive days; or

(ii) 76 hours within a work cycle not exceeding 14 consecutive days; or

(iii) 114 hours within a work cycle not exceeding 21 consecutive days; or

(iv) 152 hours within a work cycle not exceeding 28 consecutive days.

(b) The ordinary hours of work prescribed may be worked on any 5 consecutive days in the week, Monday to Sunday inclusive, subject to the following:

(i) Ordinary hours worked on a Saturday or Sunday shall be paid at the appropriate weekend overtime rate specified in clause 6.4.

(ii) 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.

(iii) In any arrangement of hours which includes a Saturday or Sunday as ordinary hours, 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.

- (c) The ordinary hours of work prescribed herein shall be worked continuously, except for meal breaks and rest pauses, between 6.00 a.m. and 6.00 p.m. The spread of hours prescribed herein may be altered as to all or a section of employees provided there is agreement between the employer and the majority of employees concerned:

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 6.1.1.

- (i) 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 concerned.
- (ii) Notwithstanding clause 6.1.1(c)(i), the company has the ability to stagger start and finish times across the spread of hours for periods of not less than one week provided notice is given in the week preceding the commencement of the changed start time.

- (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 concerned:

Provided further that where any arrangement of ordinary hours exceeds 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.

- (e) Employees are required to observe the nominated starting and finishing times for the work day, including designated breaks, to maximise available working time. Preparation for work and cleaning up of the employees person shall be in the employee's time.

6.1.2 *Hours for shift workers.*

- (a) Shifts may be worked to whatever extent is necessary to cope with the work.
- (b) The ordinary hours of work for shift work shall not exceed 8 consecutive hours in any one shift to be worked on 5 days of the week Monday to Sunday inclusive. The ordinary working hours of shift or continuous shift workers may be worked according to a roster mutually agreed upon by the employer and the Union concerned. Shift and continuous shift workers shall be allowed 30 minutes for crib without loss of pay to be taken in such a manner as not to interfere with the continuity of work.
- (c) Provided a period of 8 hours has elapsed from the time an employee ceased work, any day worker may be called upon to do shift work and work thereafter the usual hours of shift work, and any shift worker may be transferred to day work and work thereafter the usual hours for day workers, and the hours worked shall be considered their ordinary working hours and overtime rates shall not be payable therefore.
- (d) Shift allowances - For the purposes of clause 6.1.2, shifts may be of 3 classes namely, day shift, afternoon shift and night shift. Shift work may be worked in accordance with the following rosters:
- (i) 0700 hours - 1500 hours
1900 hours - 0300 hours
- (ii) 0800 hours - 1600 hours
1600 hours - 2400 hours
- (iii) 0800 hours - 1600 hours
1600 hours - 2400 hours
2400 hours - 0800 hours
- (e) The following shift allowances will be paid Monday to Friday
- (i) 1900 hours - 0300 hours - 30%
- (ii) 1600 hours - 2400 hours - 20%
- (iii) 1600 hours - 2400 hours - 20%
- (iv) 2400 hours - 0800 hours - 25%

- (f) Weekend penalty rates
 - (i) 2400 hours Friday - 2400 hours Saturday - 100%
 - (ii) 2400 hours Saturday - 2400 hours Sunday - 100%
- (g) No afternoon or night shift shall be recognised as such unless the employee works not less than 5 successive working afternoons or nights.

Clause 6.1.2 has been inserted as a result of an application to make this Award arising from the decision of the Full Bench of the Commission on 30 June 2004 (and published at (2004) 176 QGIG 479) to move to declare Industrial Agreements obsolete. Given the origin of clause 6.1.2 the provisions contained within it are not to be used as a precedent for any other matter whatsoever..

6.1.3 *Method of working 38 hour week*

- (a) The 38 hour week can be worked on one of the following bases after consultation with and by agreement between the majority of 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 the provisions of clause 6.1.1(d) employees may agree that the ordinary hours of work are to exceed 8 on any day, this enabling more than one work day to be taken off during a particular work cycle.
- (c) Notwithstanding any other provision in clause 6.1 where the arrangement of ordinary hours 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 agreement has been reached, the accrued rostered days off shall be taken within 12 calendar months of the date on which the first rostered day off was accrued. Consent to accrue rostered days off shall not be unreasonably withheld by either party.
- (d) 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.
- (e) Notwithstanding the consultative procedures outlined in clause 6.1.3(d), 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.

6.1.4 *Flexibility of rostered day off*

- (a) An employee's normal rostered day off may be changed during the currency of a rostered period by agreement between the company and the employee. Clause 6.1.4(a) can be initiated by the employer or the employee. Any day, Monday to Friday, may be used as the replacement rostered day off and such day shall be taken in the same or next work cycle.
- (b) An employee's normal rostered day off may be changed during the currency of a rostered period by the company giving 3 clear working days' notice of such change. Any day Monday to Friday may be used as the replacement rostered day off and such day shall be taken in the same or next work cycle.
- (c) To meet operational requirements, an employee's normal rostered day off may be changed during the currency of a rostered period by the company at any time up until the end of the ordinary ceasing time on any day or shift prior to the day when the rostered day off was to be taken. Any day, Monday to Friday, may be used as the replacement rostered day off and such day shall be taken in the same or next work cycle.
- (d) Subject to approval by the company, employees shall be able to mutually exchange their rostered day off provided that the rostered day off worked under this arrangement shall be an ordinary working day.
- (e) Where an employee is required to work on their rostered day off and no replacement rostered day off is

able to be substituted on accordance with the provisions of clauses 6.1.4(a), (b) and (c) they shall be paid for such work at the applicable overtime rates prescribed by the appropriate Award.

6.2 Flexibilities of hours of work

6.2.1 Notwithstanding the provisions of clause 6.1 flexibilities in hours of work shall apply as follows:

(a) Hours of work - day work

All employees acknowledge that the irregular demands of the operation bring with them a responsibility to ensure that the operational needs are met in accordance with the commitment, terms and conditions of this Award.

With the implementation of flexibilities provided for in this Award all employees acknowledge and accept that "by agreement" brings with it a responsibility to ensure the operational needs are met.

"By agreement" with the employee concerned, flexible hours may be worked on the basis of an average of 76 ordinary hours over a 14 day period comprised of up to any 10 days, as determined by the operational requirements. Such hours per 14 day cycle shall be combinations of 72, 74, 76, 78, 80 hours to provide such average over a consecutive 28 day period.

Days off will be determined following consultation by management with the employee concerned.

Payment for working on Saturday or Sunday shall be at the appropriate weekend overtime rate.

Ordinary hours of work may be extended outside the spread, provided payment for such hours shall be at overtime rates.

The spread of ordinary hours shall be between 6.00 a.m. and 6.00 p.m., Monday to Sunday. Current ordinary hours within that spread are 7.30 a.m. to 4.00 p.m. - Engineering and Bulk Handling, Monday to Friday. Where variations to these current hours and/or days are applied as provided for by the flexible arrangements of clause 6.2, the following shall apply:

- (i) Employees will be notified as soon as possible but no later than one hour prior to finish time on the last day worked, and will also be notified of days and hours of work for the remainder of the current 2 week period at such time.
- (ii) The roster/cycle re hours of work and days may only be altered once more during that 2 week cycle.
- (iii) Starting and finishing times may only be altered at the same time, and as the result of clause 6.2.

6.3 Meal breaks and rest pauses

An employee shall be entitled, on each working day, to a meal break of 30 minutes from 1230 hours to 1300 hours except that where continuity of work is required, the meal break may be taken between 1200 hours and 1400 hours.

It is agreed that smokos taken in the first and second half of an employee's daily work are to be combined as a 20 minute break in the first half of the daily work with the day, where it is practicable, broken into 3 approximately equal work periods.

Employees who are required to continue work after their usual ceasing time shall be entitled to a 30 minute crib break after 2 hours, or after one hour if overtime continues beyond 6.00 p.m.

After each further period of four hours the employee shall be allowed 45 minutes for crib. No deduction of pay shall be made in respect of any such crib breaks.

Where employees are required to commence overtime at 12 midnight a meal break of 30 minutes shall be allowed at the expiration of 4 hours, in the employer's time.

Meal and rest breaks shall be taken so as not to interfere with continuity of work, where continuity is required.

6.4 Overtime

6.4.1 All time worked on any day from Monday to Friday inclusive in excess of ordinary daily working hours shall be paid for at the rate of time-and-a-half for the first 3 hours and double time for all work in excess of 3 hours.

- 6.4.2 Where employees are called out; work between midnight and 0600 hours 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 0700 hours Saturday with a minimum of 4 hours.
- 6.4.3 An employee called upon to work overtime on any Saturday shall be paid at one-and-a-half times the ordinary rate for the first 3 hours and double time thereafter.
- 6.4.4 An employee required to work overtime on any Saturday shall be paid a minimum of 3 hours at the appropriate rate.
- 6.4.5 An employee required to work overtime on any Sunday shall be paid at the rate of double time for all work performed.
- 6.4.6 An employee required to work overtime on any Sunday shall be paid a minimum of 4 hours at the appropriate rate.
- 6.4.7 An employee required to work on any public holiday shall be paid a minimum of 4 hours at the appropriate rate.
- 6.4.8 An employee who works overtime to the extent that between the termination of their ordinary work on any one day and the commencement of their ordinary work on the next day, that they have not had at least 10 consecutive hours off duty between those times shall, subject to clause 6.4.8 be released after completion of such overtime until they have had 10 consecutive hours off duty without loss of pay for ordinary working time occurring during such absence. If on the instructions of the 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 absent until they have had 10 consecutive hours off duty without loss of pay for ordinary working time occurring during such absence.
- 6.4.9 The provisions of clause 6.4.8 shall apply in the case of shift workers who rotate from one shift to another as if 8 hours were substituted for 10 hours when overtime is worked:
- (a) For the purpose of changing shift rosters; or
 - (b) Where a shift worker does not report for duty; or
 - (c) Where a shift is worked by arrangement between the employees themselves:

Provided that an employee who works so much overtime that they have not had at least 10 consecutive hours off duty during the 15 hours immediately preceding their ordinary commencing time on a Monday shall be released after the completion of such overtime until they have had 10 consecutive hours off duty without loss of pay for ordinary working time occurring during such absence:

Provided further that clause 6.4.9(c) shall not apply to an employee required to work overtime which commences within the period of 10 hours immediately preceding their ordinary commencing time on Monday and where the period of overtime worked is less than 5 hours.

- 6.4.10 All time worked in excess of ordinary hours on any one day by shift workers or continuous shift workers shall be paid for at the rate of double time.
- 6.4.11 All overtime worked by shift workers or continuous shift workers between the hours of midnight Friday to midnight Saturday shall be paid for at the rate of double time.

6.5 Pre-arranged overtime

It is customary in the operations covered by this Award to make prior arrangements for an employee or employees to return to work to perform specific jobs outside of ordinary hours.

Where an employee is instructed prior to leaving the company's premises of a requirement to return to work at some time during the night and or alternatively some time during the weekend and where such employee is given a specific time or indicative time to be confirmed, payment for such work shall be at the appropriate overtime rates for such time as actually worked.

Overtime worked in those circumstances shall not be regarded as overtime for the purpose of clause 6.5 where the actual time worked is less than 3 hours on each occasion

6.6 Call out

An employee re-called to work overtime for emergency or breakdown situations after leaving the employers premises

on any week day (Monday, Tuesday, Wednesday, Thursday or Friday) whether placed on call or not, shall be paid a minimum of 4 hours at the appropriate rate for each time the employee is so re-called:

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 the employee was re-called to perform is completed within a shorter period. Clause 6.6 shall not apply in cases where it is customary for an employee to return to work to perform a specific job outside the employee's ordinary working hours, or where the overtime is continuous with the completion of commencement of ordinary working time. Overtime worked in circumstances specified in clause 6.6 shall not be regarded as overtime for the purpose of clause 6.6 where the actual time worked is less than 3 hours on such re-call or on each of such re-calls.

6.7 Shift work

6.7.1 Notwithstanding the provisions for shift work provided in clause 6.1 the daily hours and flexible provisions of clause 6.2.1 shall apply to shift work. This shall also provide for and recognise shifts of 8, 10, or 12 hours, for short periods of up to 3 days for ship loading operations. For applications other than the above, shift work may be recognised provided ordinary hours for such shifts total not less than 38 hours over successive shifts. Penalty rates for weekend shifts shall be as per clause 6.1.2(e)(iv). Shift allowances for Monday to Friday shifts shall be as follows:

Shift allowances Monday to Friday

2.00 p.m.	-	12.00 a.m.	20%
4.00 p.m.	-	12.00 a.m.	20%
12 Midday	-	12 Midnight	20%
4.00 p.m.	-	2.00 a.m.	30%
4.00 p.m.	-	4.00 a.m.	30%
12 Midnight	-	10.00 a.m.	30%
12 Midnight	-	12 Midday	30%
7.00 p.m.	-	3.00 a.m.	30%
6.00 p.m.	-	6.00 a.m.	30%
6.00 a.m.	-	6.00 p.m.	NIL

Clause 6.7.1 has been inserted as a result of an application to make this Award arising from the decision of the Full Bench of the Commission on 30 June 2004 (and published at (2004) 176 QGIG 479) to move to declare Industrial Agreements obsolete. Given the origin of clause 6.7.1 the provisions contained within it are not to be used as a precedent for any other matter whatsoever.

PART 7 - LEAVE OF ABSENCE AND PUBLIC HOLIDAYS

7.1 Annual leave

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

- (a) Not less than 5 weeks (190 hours) 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 (152 hours) in any other case.

7.1.2 For the purposes of clause 7.1 'year of employment' means and includes any year of employment completed on or after 3 December 1973.

7.1.3 Such annual leave shall be exclusive of any public holiday which may occur during the period of that annual leave and (subject to clause 7.1.6) 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 pay at a rate in excess of the ordinary rate payable under this Award, at that excess rate; and
- (b) In every other case, at the ordinary rate payable to the employee concerned immediately prior to that leave under this Award.

7.1.4 If the employment of any employee is terminated at the expiration of a full year of employment, the employer shall be deemed to have given the leave to the employee from the date of the termination of the employment and shall forthwith pay to the employee in addition to all other amounts due, pay, calculated in accordance with clause 7.1.6, for 4 or 5 weeks as the case may be and also ordinary pay for any public holiday occurring during such period of 4 or 5 weeks.

7.1.5 If the employment of any employee is terminated before the expiration of a full year of employment, such employee shall be paid, in addition to all other amounts due, an amount equal to 1/9th of their pay for the period of employment if clause 7.1.1(a) applies to such employee, and 1/12th of their pay for the period of employment if clause 7.1.1(b) applies to such employee, calculated in accordance with clause 7.1.6.

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 workers - 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 employee's roster or projected roster, including Saturday, Sunday or holiday shifts.
- (b) Leading hands, etc. - Subject to clause 7.1.6(c), the leading hand allowances shall be included in the wages to be paid to employees during annual leave.
- (c) All employees - Subject to clause 7.1.6(d), in no case shall the payment by an employer to an employee be less than the sum of the following amounts:
 - (i) The employee's ordinary wage rate as prescribed by the Award for the period of the annual leave excluding shift premiums and weekend penalty rates;
 - (ii) Leading hand allowance;
 - (iii) A further amount calculated at the rate of 17.5% of the amounts referred to in clauses 7.1.6(c)(i) and 7.1.6(c)(ii).
- (d) the provisions of clause 7.1.7(c) shall not apply to the following:
 - (i) Any period or periods of annual leaves exceeding:
 - (A) 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
 - (B) 4 weeks in any other case.
 - (ii) Employers (and their employees) who are already paying (or receiving) an annual leave bonus, loading or other annual leave payment which is not less favourable to employees.

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

7.1.8 Except as hereinbefore provided, it shall not be lawful for the employer to give or for any employee to receive payment in lieu of annual leave.

7.1.9 If a holiday mentioned in clause 7.6 falls on a day on which a shift worker or continuous worker is rostered off, such employee shall have an extra day added to their annual leave.

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

The new accrual rate for long service leave as from the second day of April, 1984, will be based on 494 hours after 10 years of service (i.e. 13 weeks on a 38 hour week basis).

In all other respects, 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 2003 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 2003;
- (b) a copy of the Family Leave Award 2003 is required to be displayed in accordance with section 697 of the Act.

7.5.2 The Family Leave Award 2003 also provides for the terms and conditions of leave associated with:

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

7.6 Public holidays

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

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

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**

An employee of the company shall be entitled on notice to leave without deduction of pay for periods covered by the appropriate notice from the Registrar of the Court, to attend for jury service. Such leave with pay shall be only made for periods of attendance at the Court. All monies received from the Registrar or other officials of the Court shall be refunded to the company.

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

No provisions inserted in this Award relevant to this Part.

PART 9 - TRAINING AND RELATED MATTERS

9.1 Commitment to training

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:

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

9.2 Commitment

The parties will negotiate to ensure that as part of a service industry the workplaces covered by this Award operate as flexibly as possible in order to meet customer rail and shipping demands.

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

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

The parties will not create barriers to advancement of employees within the Award structure or through access to training but because of the limited number of employees it is acknowledged that the opportunity for advancement may be governed by the nature of the operation.

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

10.1 Workplace health and safety

The parties acknowledge the role that an effective health and safety program can play in efficient, productive operations.

A number of activities are in place to promote and monitor Health and Safety performance. Among these are the health and safety committee, a safety behaviour involvement program and an assessment of employee health to ensure work requirements and the work environment do not adversely affect their well-being.

The parties are committed to perform work in a safe and responsible manner to comply with the *Workplace Health and Safety Act* and its Regulations. Company policies, procedures and programs are conditions of employment for all employees.

PART 11 - AWARD COMPLIANCE AND UNION RELATED MATTERS

Preamble

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

11.1 Right of entry

11.1.1 Authorised industrial officer

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

11.1.2 Entry procedure

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

11.1.3 Inspection of records

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

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

11.1.4 *Discussions with employees*

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

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

11.1.5 *Conduct*

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

11.2 Time and wages record

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

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

11.2.2 The time and wages record must also contain:

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

11.2.3 The employer must keep the record for 6 years.

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

11.3 Trade union training leave

11.3.1 A Union delegate or duly elected or appointed Union representative will, upon written application by the Union to the employer, such application being endorsed by the Union and given to the employer at least 2 months in advance (or such lesser period as mutually agreed between the Union and the employer/s), be granted up to 5 working days' leave (non-cumulative) on ordinary pay each calendar year to attend courses or seminars conducted by the Union. The scope, content and level of such courses or seminars must be such as to contribute to a better understanding of industrial relations within the employer's operations. Other courses mutually agreed between the Union and an employer, or employers, may be included under clause 11.3.

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

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

11.3.4 The granting of such leave is subject to the employee having at least 6 months' continuous service with the employer prior to such leave being granted and being the elected Union delegate/representative.

11.3.5 Unless otherwise agreed the maximum number of employees of one and the same employer attending a training course or seminar each year will be as follows:

Where the employer employs between 10 - 50 employees	1
Where the employer employs between 51-100 employees	2
Where the employer employs over 100 employees	4

11.3.6 The granting of such leave is subject to the convenience of the employer so that the operations of the enterprise will not be adversely affected.

11.3.7 Where an employer approaches the Union and demonstrates genuine difficulties with respect to the release of a particular Union delegate or representative at a particular time (including where the employer might have previously advised of its ability to release such Union delegate or representative) the Union will not unreasonably press its request for the release of that delegate/representative at that time. If the matter is not amicably resolved, it will be processed in accordance with the grievance and dispute settling procedure contained in clause 3.2.

11.3.8 In granting such paid leave, the employer is not responsible for any additional costs except the payment of extra remuneration where relieving arrangements are instituted by the employer to cover the absence of the employee.

11.3.9 Leave granted to attend such training courses will not incur any additional payment or alternate time off if such course coincides with an employee's rostered day off or with any other concessional leave.

11.3.10 Such paid leave will not affect other leave granted to employees under this Award.

11.3.11 On completion of the course the employee must, upon request, provide to the employer proof of their attendance at the course. Except in the case of sick leave or other authorised leave, non-attendance at a training course will result in the employee not being paid for such time.

11.4 Posting 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.

11.5 Union encouragement

Preamble

Clause 11.5 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.

11.5.1 *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.

11.5.2 *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.

Dated 14 June 2005.

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

Operative Date: 14 June 2005
Repeal of Industrial Agreement and New Award - Xstrata
Queensland Limited - Port Operations Award - State 2005.
Released: 12 August 2005