

## QUEENSLAND LOCAL GOVERNMENT INDUSTRY (STREAM C) AWARD – STATE 2017

### Structure of Award

The *Queensland Local Government Industry (Stream C) Award – State 2017* is set out in Divisions and Sections as follows:

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The Award covers employers (other than Brisbane City Council) throughout Queensland in the local government industry, as that term is defined in Clause 3 of Division 1 of the Award, and employees of such employers engaged in classifications contained within Sections 1, 2 and 3 of Division 2.

## Division 1

### Award Provisions with Common Application

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## **PART 1 - Title and Operation**

### **1. Title**

This Award is known as the *Queensland Local Government Industry (Stream C) Award – State 2017*.

### **2. Operation**

- (a) This Award operates from 1 July 2017.
- (b) The monetary obligations imposed on employers by this Award may be absorbed into overaward payments unless inconsistent with the express terms of an applicable industrial instrument. Nothing in this Award requires an employer to maintain or increase any overaward payment.
- (c) The making of this Award is not intended to result in the reduction of the existing wage or salary level of any employee covered by the Award.

### **3. Definitions and interpretation**

Unless the context otherwise requires, in this Award:

**Act** means the *Industrial Relations Act 2016*

**Australian Qualifications Framework (AQF)** means the national system of recognition for the issue of vocational qualifications

**broken shift** means a shift of work performed by an employee on one day which is broken into not more than 2 periods (excluding rest pauses and meal breaks), where the unpaid break in between such periods is greater than one hour

**Commission** means the Queensland Industrial Relations Commission

**continuous shift work** means work done by employees where the hours of work are regularly rotated in accordance with a shift roster covering a 24 hour per day operation over a 7 day week

**continuous shift worker** means a person who works continuous shift work

**day shift** means any shift worked as part of a non-continuous shift work system or a continuous shift work system which is not an afternoon shift or a night shift

**day work** means a single period of work (excluding a meal break) performed during the spread of ordinary hours which is not part of a non-continuous shift work system or a continuous shift work system

**day worker** means a person who works day work

**employer** means an employer engaged in the local government industry which engages employees in one or more classifications covered by this Award

**local government industry** means all activities undertaken by local governments created pursuant to the *Local Government Act 2009* including activities undertaken by owned or controlled corporations of local governments to the extent that such corporations are declared not to be national system employers

**non-continuous shift work** means work regularly rotated in accordance with a roster which prescribes 2 or more shifts (day, afternoon or night) per day, but does not cover a 24 hour per day operation over a 7 day week (see continuous shift work)

**ordinary hourly rate** shall, unless the context indicates otherwise, mean the ordinary weekly rate prescribed in this Award for a relevant classification of employee divided by the ordinary weekly working hours prescribed by this Award for the same classification of employee

**public holiday** has the same meaning as that provided in Schedule 5 of the Act

**QES** means the Queensland Employment Standards contained in Part 3 of Chapter 2 of the Act

**rostered day off** means a day, other than a scheduled day/s off, on which an employee is not rostered for duty as a result of time accrued under the method of working ordinary hours

**scheduled day off** means:

- for an employee whose ordinary hours of duty are Monday to Friday: Saturday and Sunday
- for an employee whose ordinary hours of duty include a Saturday and/or Sunday: one of the two days each week, or four days each fortnight, that the employee is not rostered for duty. Depending on the working arrangements, a Saturday and/or Sunday may also be a scheduled day off

**shift work** means work performed by an employee on day shift, afternoon shift or night shift, either solely or in any combination thereof, as part of a non-continuous shift work system or a continuous shift work system

**shift worker** means an employee who works shift work

**union**, in this Division, means one of the industrial organisations of employees mentioned in clause 4(c)

#### 4. Coverage

This Award applies to:

- (a) employers (other than Brisbane City Council) throughout Queensland in the local government industry, including those employers declared not to be national system employers and which are listed in Schedule 1 of this Division;
- (b) employees of employers described in clause 4(a) engaged in any of the classifications contained in Sections 1, 2 and 3 of Division 2 in this Award or in receipt of a supported wage in accordance with the provisions of Schedule 2 of this Division; and
- (c) the following industrial organisations of employees in accordance with their callings:
  - (i) Automotive, Metals, Engineering, Printing and Kindred Industries Industrial Union of Employees, Queensland;
  - (ii) Construction, Forestry, Mining & Energy, Industrial Union of Employees, Queensland;
  - (iii) Plumbers & Gasfitters Employees' Union Queensland, Union of Employees;
  - (iv) Queensland Nurses and Midwives' Union of Employees (QNMU);
  - (v) The Electrical Trades Union of Employees Queensland; and
  - (vi) The Australian Workers' Union of Employees, Queensland,

to the exclusion of any other award.

## **5. The Queensland Employment Standards and this Award**

This Award together with the QES provide for a minimum safety net of enforceable conditions of employment for employees covered by this Award.

## **6. Enterprise flexibility and facilitative award provisions**

### **6.1 Enterprise flexibility**

- (a) As part of a process of improvement in productivity and efficiency, discussion should take place at an enterprise level 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.
- (b) The consultative processes established in an enterprise in accordance with clause 6.1 may provide an appropriate mechanism for consideration of matters relevant to clause 6.1(a). Union delegates at the place of work may be involved in such discussions.
- (c) Any proposed genuine agreement reached between an employer and employees in an enterprise is contingent upon the agreement being submitted to the Commission in accordance with Chapter 4 of the Act and is to have no force or effect until approval is given.

### **6.2 Procedures to implement facilitative award provisions**

Wherever facilitative provisions appear in this Award which allow for determination of the conditions of employment by agreement between the employer and the union, or the employer and the majority of employees affected, the following procedures shall apply:

- (a) Facilitative award provisions can be negotiated between management and employees who are directly affected by such proposals or between management and the union depending on the particular award provisions.
- (b) Employees may be represented by their local union delegate/s and shall have the right to be represented by their local union official/s.
- (c) Facilitative award provisions can only be implemented by agreement.
- (d) In determining the outcome from facilitative provisions neither party should unreasonably withhold agreement.
- (e) Agreement is defined as obtaining consent of greater than 50% of employees directly affected.
- (f) Where a provision refers to agreement by the majority of employees affected, all employees directly affected shall be consulted. This consultation shall be undertaken where practicable as a group, or in groups. Should the consultation process identify employees with specific concerns which relate to either equity or occupational health and safety issues, such concerns may be catered for on an individual basis subject to operational requirements.
- (g) Any agreement reached must be documented and shall incorporate a review period.

## **PART 2 - Dispute Resolution**

### **7. Dispute resolution**

#### **7.1 Prevention and settlement of disputes - Award matters**

- (a) The objectives of this procedure are the avoidance and resolution of any disputes over matters covered by this Award by measures based on the provision of information and explanation, consultation, co-operation and negotiation.
- (b) Subject to legislation, while the dispute procedure is being followed normal work is to continue except in the case of a genuine safety issue. The *status quo* existing before the emergence of a dispute is to continue whilst the procedure is being followed. No party shall be prejudiced as to the final settlement by the continuation of work.
- (c) In the event of any disagreement between the parties as to the interpretation or implementation of this Award, the following procedures shall apply:
  - (i) the matter is to be discussed by the employee's union representative and/or the employee/s concerned (where appropriate) and the immediate supervisor in the first instance. The discussion should take place within 24 hours and the procedure should not extend beyond 7 days;
  - (ii) if the matter is not resolved as per clause 7.1(c)(i), it shall be referred by the union representative and/or the employee/s to the appropriate management representative who shall arrange a conference of the relevant parties to discuss the matter. This process should not extend beyond 7 days;
  - (iii) if the matter remains unresolved it may be referred to the employer for discussion and appropriate action. This process should not exceed 14 days;
  - (iv) if the matter is not resolved then it may be referred by either party to the Commission.
- (d) Nothing contained in this procedure shall prevent unions or the employer from intervening in respect of matters in dispute should such action be considered conducive to achieving resolution.

## **7.2 Prevention and settlement of employee grievances and disputes - other than Award matters**

- (a) The objectives of the procedure are to promote the prompt resolution of grievances by consultation, co-operation and discussion to reduce the level of disputation and to promote efficiency, effectiveness and equity in the workplace.
- (b) The following procedure applies to all industrial matters within the meaning of the Act:
  - Stage 1: In the first instance the employee shall inform such employee's immediate supervisor of the existence of the grievance and they shall attempt to resolve the grievance. It is recognised that an employee may exercise the right to consult such employee's union representative during the course of Stage 1.
  - Stage 2: If the grievance remains unresolved, the employee shall refer the grievance to the next in line management ("the manager"). The manager will consult with the relevant parties. The employee may exercise the right to consult or be represented by such employee's representative during the course of Stage 2.
  - Stage 3: If the grievance is still unresolved, the manager will advise the employer and the aggrieved employee may submit the matter in writing to the employer if such employee wishes to pursue the matter further. If desired by either party the matter may also be notified to the relevant union.
- (c) The employer shall ensure that:
  - (i) the aggrieved employee or such employee's union representative has the opportunity to

present all aspects of the grievance; and

- (ii) the grievance shall be investigated in a thorough, fair and impartial manner.
- (d) The employer may appoint another person to investigate the grievance or dispute. The employer may consult with the employee representative in appointing an investigator. The appointed person shall be other than the employee's supervisor or manager.
- (e) If the matter is notified to the union, the investigator shall also consult with the union during the course of the investigation. The employer shall advise the employee initiating the grievance, the employee's union representative and any other employee directly concerned of the determinations made as a result of the investigation of the grievance.
- (f) The procedure is to be completed in accordance with the following time frames unless the parties agree otherwise:
  - Stage 1: Discussions should take place between the employee and such employee's supervisor within 24 hours and the procedure shall not extend beyond 7 days.
  - Stage 2: Not to exceed 7 days.
  - Stage 3: Not to exceed 14 days.
- (g) If the grievance or dispute is not settled the matter may be referred to the Commission by the employee or the union.
- (h) Subject to legislation, while the grievance procedure is being followed normal work is to continue except in the case of a genuine safety issue. The *status quo* existing before the emergence of a grievance or dispute is to continue while the procedure is being followed. No party shall be prejudiced as to the final settlement by the continuation of work.
- (i) Where the grievance involves allegations of sexual harassment an employee should commence the procedure at Stage 3.

## **PART 3 - Types of Employment, Consultation and Termination of Employment**

### **8. Types of employment**

In addition to the provisions at clauses 8.1, 8.2 and 8.3, which have common application to all employees covered by this Award, specific provisions relevant to each area of local government employment covered by this Award are contained in clause 8 in each Section of Division 2 in this Award.

#### **8.1 Probationary employment**

- (a) Except where the employer and an employee agree to a different period or no period of probation prior to commencement of employment, the engagement of a full-time or part-time employee will in the first instance be subject to a probationary period of three months duration. If a period of probation of longer than three months is agreed, it must:
  - (i) be agreed in writing; and
  - (ii) be a reasonable period having regard to the nature and circumstances of the employment.
- (b) The employer may terminate the employment of an employee who is on probation at any time during the probationary period.



- (c) Where an employee's service is considered satisfactory or where an employee's service exceeds the designated probationary period or agreed extension the employee's appointment will be deemed to be confirmed.

## **8.2 Incidental and peripheral tasks**

- (a) An employer may direct an employee to carry out such duties as are reasonably within the limits of the employee's skill, competence and training provided that such duties are not designed to promote deskilling.
- (b) An employer may direct an employee to carry out such duties and use such tools, equipment and plant as may be required provided that the employee has been properly trained in the use of such tools, equipment and plant.
- (c) Any direction issued by an employer pursuant to clauses 8.2(a) and (b) shall be consistent with the employer's responsibilities to provide a safe and healthy working environment.

## **8.3 Anti-discrimination**

- (a) In fulfilling their obligations under this Award, the parties must take reasonable steps to ensure that neither the Award provisions nor their operation are directly or indirectly discriminatory in their effects. Discrimination includes:
  - (i) discrimination on the basis of sex, relationship status, family responsibilities, pregnancy, parental status, breastfeeding, age, race, impairment, religious belief or religious activity, political belief or activity, trade union activity, lawful sexual activity, gender identity, sexuality and association with, or in relation to, a person identified on the basis of any of the above attributes;
  - (ii) sexual harassment; and
  - (iii) racial and religious vilification.
- (b) Nothing in clause 8.3 is to be taken to affect:
  - (i) any different treatment (or treatment having different outcomes) which is specifically exempted under the *Anti-Discrimination Act 1991*;
  - (ii) an employee, employer or registered organisation, pursuing matters of discrimination, including by application to the Australian Human Rights Commission/Anti-Discrimination Commission Queensland.

# **9. Termination of employment**

## **9.1 Notice of termination by the employer**

Notice of termination by the employer is provided for in Division 13 of the QES. Clauses 9.2 to 9.6 supplement the QES provisions.

## **9.2 Notice of termination by an employee**

- (a) Unless otherwise agreed between the employer and an employee the notice of termination required by an employee, other than a casual employee and an employee classified at wage level 9 or below, will be the same as that required of an employer, save and except that there is no requirement on the employee to give additional notice based on the age of the employee concerned.

- (b) In the case of an employee classified at wage level 9 or below, the period of notice is to be one week or other period agreed between the employer and the employee.
- (c) If an employee fails to give the required notice the employer will 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.

### **9.3 Notice cannot be offset**

In the absence of mutual agreement between the employer and the employee, annual leave or any part thereof cannot be considered as or nominated as notice for the purpose of giving notice of termination of employment.

### **9.4 Job search entitlement**

Where the employer has given notice of termination to an employee for reasons other than redundancy, the employee must be allowed up to one day's time off without loss of pay for the purpose of seeking other employment. The time off is to be taken at times that are convenient to the employee after consultation with the employer.

### **9.5 Statement of employment**

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

## **10. Redundancy**

### **10.1 Redundancy pay**

Redundancy pay is provided for in Division 13 of the QES. Clauses 10.2 to 10.9 supplement the QES provisions.

### **10.2 Consultation before termination**

- (a) Where an employer decides that the employer no longer wishes the job an employee/s 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/s directly affected and, where relevant, their union/s.
- (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 10.2(a) and shall cover the reasons for the proposed terminations and measures to avoid or minimise the terminations and/or their adverse effects on the employee/s concerned.
- (c) For the purpose of the consultation the employer shall, as soon as practicable, provide in writing to the employee/s concerned and, where relevant, their union/s, 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.
- (d) Notwithstanding the provision of clause 10.2(c), the employer shall not be required to disclose confidential information, the disclosure of which would be adverse to the employer's interests.

### **10.3 Transfer to lower paid duties**

- (a) Where an employee is transferred to lower paid duties by reason of redundancy 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 the redundancy pay provisions of the QES.
- (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.

### **10.4 Employee leaving during notice period**

An employee given notice of termination in circumstances of redundancy may terminate their employment during the period of notice. The employee is entitled to receive the benefits and payments they would have received under this clause had they remained in employment until the expiry of the notice, but is not entitled to payment instead of notice.

### **10.5 Job search entitlement**

- (a) An employee given notice of termination in circumstances of redundancy must 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 must, at the request of the employer, produce proof of attendance at an interview or the employee will not receive payment for the time absent. For this purpose a statutory declaration will be sufficient.
- (c) Clause 10.5 applies instead of clause 9.4 in cases of redundancy.

### **10.6 Transmission of business**

- (a) Where a business is, whether before or after the date of commencement of this Award, transmitted from the 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 clauses 10.6 and 10.7, '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.

### **10.7 Exemption where transmission of business**

The provisions of clause 10.6 are not applicable where a business is, before or after the date of the commencement of this Award, transmitted from the employer (transmittor) to another employer (transmittee) in any of the following circumstances:

- (a) 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
- (b) where the employee rejects an offer of employment with the transmittee:
  - (i) 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
  - (ii) 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.

### **10.8 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.

### **10.9 Employees exempted**

Clauses 10.1 to 10.8 shall not apply:

- (a) where employment is terminated as a consequence of misconduct on the part of the employee; or
- (b) to an employee engaged for a specific period or task/s; or
- (c) to a casual employee; or
- (d) to an employee with less than one year's continuous service, in which case the general obligation on the employer should be no more than to give the relevant employee 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 employee of suitable alternative employment.

## **11. Consultation - Introduction of changes**

### **11.1 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/s.
- (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.

- (c) Where the Award makes provision for alteration of any of the matters referred to in clauses 11.1(a) and (b) an alteration shall be deemed not to have significant effect.

#### **11.2 Employer's duty to consult over change**

- (a) The employer shall consult the employees affected and, where relevant, their union/s 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 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 11.1.
- (c) For the purpose of such consultation the employer shall provide in writing to the employees concerned and, where relevant, their union/s, 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.
- (d) Notwithstanding the provision of clause 11.2(c) the employer shall not be required to disclose confidential information, the disclosure of which would be adverse to the employer's interests.

### **PART 4 – Minimum Wage and Salary Levels, Allowances and Related Matters**

*(Note: The wage rates and salary levels prescribed in this Award do not apply to employees to whom the provisions of Schedule 2 in this Division (Supported Wage System) apply.)*

#### **12. Classifications and minimum wage and salary levels**

- (a) In addition to the provisions of clause 12(b), which has common application to all employees covered by this award, specific provisions concerning employee classifications and minimum wage levels relevant to each area of local government employment covered by this Award are contained in clause 12 in each Section of Division 2 in this Award.
- (b) Payment of wages and salaries
  - (i) Unless otherwise agreed between an employer and a majority of its employees, wages and salaries shall be paid weekly or fortnightly and may, at the discretion of the employer, be paid by electronic funds transfer, cash or cheque.
  - (ii) The employer may stipulate the completion day for each pay cycle and payment to employees shall be made not later than three days after the completion of this stipulated pay cycle.
  - (iii) Payment of outstanding wages and other entitlements to an employee who has terminated their employment or had their employment terminated shall be made no later than the second working day after the employee's employment ceases.

#### **13. Allowances**

In addition to the allowances having common application to all employees covered by this Award, which are set out below, specific allowances relevant to each area of local government employment covered by this Award are contained in clause 13 in each Section of Division 2 in this Award.

### 13.1 Divisional and District parities

- (a) In addition to the rates of wages set out in each Section of this Award the following weekly amounts shall be paid to all employees employed in the Divisions and Districts referred to hereunder.

Division and District	Per Week \$
Northern Division, Eastern District	1.10
Northern Division, Western District	3.25
Mackay Division	0.95
Southern Division, Western District	1.10

- (b) Divisions:

- (i) Northern Division - That portion of the State along or north of a line commencing at the junction of the sea coast with the 21st parallel of south latitude; then from that latitude due west to 147 degrees of east longitude; then from that longitude due south to 22 degrees 30 minutes of south latitude; then from that latitude due west to the western border of the State.
- (ii) Mackay Division - That portion of the State within the following boundaries: Commencing at the junction of the sea-coast with the 21st parallel of south latitude; then from that latitude due west to 147 degrees of east longitude; then from that longitude due south to 22 degrees of south latitude; then from that latitude due east to the sea coast; then from the sea-coast northerly to the point of commencement.
- (iii) Southern Division - That portion of the State not included in the Northern or Mackay Divisions.

- (c) Districts:

- (i) Northern Division:

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

Western District - The remainder of the Northern Division.

- (ii) Southern Division:

Eastern District - That portion of the Southern Division along or east of a line commencing at the junction of the southern border of the State with 150 degrees of east longitude; then from that longitude due north to 25 degrees of south latitude; then from that latitude due west to 147 degrees of east longitude; then from that longitude due north to the southern boundary of the Mackay Division.

Western District - The remainder of the Southern Division.

### 13.2 Motor vehicle allowance

- (a) Except where a different motor vehicle allowance is prescribed elsewhere in any Section in any Division of this Award, clause 13.2 (motor vehicle allowance) in this Division has application to all employees covered by this Award.
- (b) Subject to clause 13.2(a) where an employer requires an employee to use their own vehicle in or in connection with the performance of their duties, the employee shall be paid an allowance for each kilometre of authorised travel as follows:

- (i) motor vehicle - \$0.77 per kilometre;
- (ii) motorcycle - \$0.26 per kilometre.
- (c) An employer may require an employee to record full details of all such official travel requirements in a log book.
- (d) **Adjustment of motor vehicle allowance**
  - (i) At the time of any adjustment to the wage rates in this Award the motor vehicle allowances at clause 13.2 shall be automatically adjusted by the relevant adjustment factor. The relevant adjustment factor for this purpose is the percentage movement in the applicable index figure most recently published by the Australian Bureau of Statistics since the allowance was last adjusted.
  - (ii) The applicable index figure is the index figure published by the Australian Bureau of Statistics for the Eight Capitals Consumer Price Index, as follows:

<u>Allowance</u>	<u>Eight Capitals Consumer Price Index</u> <u>(ABS Cat No. 6401.0)</u>
Motor vehicle allowance <i>(last adjusted 1 September 2014)</i>	Private motoring sub-group

#### **14. Superannuation**

- (a) All local governments and local government entities subject to this Award must comply with superannuation arrangements prescribed in the *Local Government Act 2009* and the *Local Government Regulation 2012*.
- (b) Employers employing persons defined as being "non-contributory members" of the LG Super Scheme pursuant to s 223 of the *Local Government Act 2009* shall, on behalf of such employees, contribute an amount to the LG Super Scheme that the local government or entity must make to avoid being required to pay the superannuation guarantee charge under the *Superannuation Guarantee (Administration) Act 1992* in respect to such employees.
- (c) Where Commonwealth legislation provides for choice of fund rights to employees and an employee fails to elect a superannuation fund to which employer contributions are directed, the employer will direct contributions to such fund as prescribed in the abovementioned Queensland legislation.

### **PART 5 - Hours of Work and Related Matters**

#### **15. Hours of duty**

Provisions concerning hours of duty relevant to each area of local government employment covered by this Award are contained in clause 15 in each Section of Division 2 in this Award.

#### **16. Meal breaks**

Provisions concerning meal breaks relevant to each area of local government employment covered by this Award are contained in clause 16 in each Section of Division 2 in this Award.

## **17. Rest pauses**

Provisions concerning rest pauses relevant to each area of local government employment covered by this Award are contained in clause 17 in each Section of Division 2 in this Award.

## **18. Overtime**

Provisions concerning overtime relevant to each area of local government employment covered by this Award are contained in clause 18 in each Section of Division 2 in this Award.

## **PART 6 - Leave of Absence and Public Holidays**

### **19. Annual leave**

Provisions concerning annual leave relevant to each area of local government employment covered by this Award are contained in clause 19 in each Section of Division 2 in this Award.

### **20. Personal leave**

(a) Personal leave is provided for in Division 6 of the QES and covers:

- (i) sick leave;
- (ii) carer's leave;
- (iii) bereavement leave; and
- (iv) cultural leave.

(b) Clauses 20(c) and (d) supplement the QES.

(c) In addition to the provisions of Subdivision 2 of Division 6 of the QES an employee's accumulated sick leave entitlements are preserved when:

- (i) the employee is absent from work on unpaid leave granted by the employer;
- (ii) the employer or employee terminates the employee's employment and the employee is re-employed within three months;
- (iii) 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.

(d) An employee's sick leave continues to accrue whilst absent from work on paid leave granted by their employer.

### **21. Parental leave**

Parental leave is provided for in Division 8 of the QES and covers:

- (a) birth-related leave for an employee who is pregnant or whose spouse gives birth;
- (b) adoption leave; and
- (c) surrogacy leave.



## **22. Long service leave**

- (a) Long service leave, including for casual employees, is provided for in Division 9 of the QES.
- (b) Portability of long service leave entitlements for local government employees is provided for in Chapter 8, Part 3, Division 2 the *Local Government Regulation 2012*.

## **23. Public holidays**

Provisions concerning public holidays relevant to each area of local government employment covered by this Award are contained in clause 23 in each Section of Division 2 in this Award.

## **24. Jury service**

Jury service is provided for in Division 12 of the QES.

## **25. Service leave**

- (a) Where:
  - (i) an employee attends camps, courses or schools of Her Majesty's Naval, Military or Air Forces on service leave; and
  - (ii) where the service pay received by such employee is less than the employee's ordinary hourly rate of remuneration as an employee employed by the employer,the employer shall pay the employee the amount of the difference between the employee's service pay and the employee's ordinary remuneration.
- (b) **Service pay** for the purposes of this clause means and includes all payments received by the employee from Her Majesty's Forces in respect of service, during the period of service leave, on whatever day or days, Monday to Sunday, inclusive, of the week or weeks in question.

## **PART 7 - Union Related Matters**

### **26. Union encouragement**

- (a) The employer parties to this Award recognise the right of, and encourage, individuals to join a union. However, it is also recognised that union membership remains at the discretion of each individual.
- (b) Union representative/s will be provided with the opportunity to discuss union membership with both new and existing employees.

### **27. Union delegates**

- (a) Union delegates have a role to play within a workplace and their accreditation is encouraged.
- (b) An employer shall not unnecessarily hinder accredited union delegates in the reasonable and responsible performance of their duties.

### **28. Trade union training leave**

Provisions concerning trade union training leave relevant to each area of local government employment covered by this Award are contained in clause 28 in each Section of Division 2 in this Award.

## **29. Right of entry**

- (a) Authorised industrial officer
  - (i) An 'authorised industrial officer' is any union official holding a current authority issued by the Industrial Registrar.
  - (ii) Right of entry is limited to workplaces where the work performed falls within the registered coverage of the union.
- (b) Entry procedure
  - (i) An authorised industrial officer may enter a workplace at which an employer carries on a calling of the officer's organisation, during the employer's business hours, to exercise a power under Chapter 9, Part 1, Division 5, Subdivision 2 of the Act as long as the authorised industrial officer:
    - (A) has notified the employer or the employer's representative of the officer's presence; and
    - (B) produces their authorisation, if required by the employer or the employer's representative.
  - (ii) Clause 29(b)(i) does not apply if, on entering the workplace, the officer discovers that neither the employer nor the employer's representative having charge of the workplace is present.
  - (iii) A person must not obstruct or hinder any authorised industrial officer exercising their right of entry.
  - (iv) If the authorised industrial officer does not comply with a condition of clause 29(b)(i) the authorised industrial officer may be treated as a trespasser.
- (c) Inspection of records
  - (i) An authorised industrial officer is entitled to inspect the time and wages record required to be kept under section 344 of the Act.
  - (ii) An authorised industrial officer is entitled to inspect such time and wages records of any current employee except if the employee:
    - (A) is ineligible to become a member of the authorised industrial officer's union; or
    - (B) has made a written request to the employer that they do not want their record inspected.
  - (iii) The authorised industrial officer may make a copy of the record, but cannot require any help from the employer.
  - (iv) A person must not, by threats or intimidation, persuade or attempt to persuade an employee or prospective employee to make, or refuse to make, a written request to the employer or prospective employer that the record not be available for inspection by an authorised industrial officer.

(d) 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:

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

(e) Conduct

- (i) The employer must not obstruct the authorised industrial officer exercising their right of entry powers.
- (ii) An authorised industrial officer must not wilfully obstruct the employer, or an employee during the employee's working time.

*Note: Clause 29 - Right of entry, deals with comparable provisions contained within the Act. In order to ensure the currency of existing legal requirements parties are advised to refer to Chapter 9, Part 1, Division 5 of the Act as amended from time to time.*

## **PART 8 - Transfers, Travelling, Working Away, Camps, Equipment, Tools and Amenities**

There are no provisions with common application. Any provisions concerning transfers, travelling, working away, camps, equipment, tools and amenities are contained under Part 8 in each Section of Division 2.

## **PART 9 - Training and Related Matters**

There are no provisions with common application. Any provisions concerning training and related matters are contained under Part 9 in each Section of Division 2.

## Division 1 - Schedule 1 - Employers declared not to be national system employers

Local Government Superannuation Scheme ABN 23 053 121 564 established under the *Local Government Act 2009* for a local government purpose.

Entity	Relevant local government/s
Central Queensland Local Government Association Inc. ABN 34 593 816 745	Banana Shire Council, Central Highlands Regional Council, Gladstone Regional Council, Isaac Regional Council, and Rockhampton Regional Council
Central Western Queensland Remote Area Planning and Development Board (trading as Central Western Queensland Remote Area Planning and Development Board) ACN 057 968 653 and ABN 76 057 968 653	Barcaldine Regional Council, Barcoo Shire Council, Blackall-Tambo Regional Council, Boulia Shire Council, Diamantina Shire Council, Longreach Regional Council, and Winton Shire Council
Council of Mayors (SEQ) (trading as Council of Mayors (SEQ), and other names) ABN 64 998 531 528	Brisbane City, Gold Coast City, Logan City, Lockyer Valley Regional, Redland City, Scenic Rim Regional, Somerset Regional, Sunshine Coast Regional, and Toowoomba Regional Councils
Burdekin Cultural Complex Board Inc. (trading as Burdekin Cultural Complex Board Inc.) ABN 38 161 809 872	Burdekin Shire Council
Gulf Savannah Development Inc. (trading as Gulf Savannah Development, and as Gulf Savannah Tourism) ABN 69 956 728 660	Burke, Carpentaria, Croydon and Etheridge Shire Councils
Cairns Regional Gallery Limited ACN 062 537 259 and ABN 45 062 537 259	Cairns Regional Council
Far North Queensland Regional Organisation of Councils (trading as Far North Queensland Regional Organisation of Councils) ABN 52 034 736 962	Cairns Regional Council, Cassowary Coast Regional Council, Cooktown Shire Council, Hinchinbrook Shire Council, Tablelands Regional Council, Yarrabah Aboriginal Shire Council, and Wujal Wujal Aboriginal Shire Council
The trustee for the Cairns Regional Gallery Arts Trust (trading as Cairns Regional Gallery Foundation Ltd) ABN 42 114 461 772	Cairns Regional Council
Quad Park Corporation Pty Ltd CAN 127 704 947 and ABN 31 127 704 947	Sunshine Coast Regional Council
Hervey Bay (Community Fund) Limited ACN 120 350 469	Fraser Coast Regional Council
Hervey Bay (Cultural Fund) Limited ACN 120 350 405	Fraser Coast Regional Council
Wide Bay Water Corporation ABN 98 380 729 010	Fraser Coast Regional Council
The Brolga Theatre Board Inc. (trading as The Brolga Theatre and Convention Centre) ABN 75 529 942 824	Fraser Coast Regional Council

Queensland Local Government Industry (Stream C) Award – State 2017

<b>Entity</b>	<b>Relevant local government/s</b>
Widelinx Pty Ltd ACN 113 136 824 and ABN 76 113 136 824	Fraser Coast Regional Council
CITIPAC International Pty Ltd ACN 011 028 649	Gold Coast City Council
Gold Coast Arts Centre Pty Ltd (trading as Gold Coast Arts Centre Pty Ltd) ACN 060 787 466 and ABN 85 060 787 466	Gold Coast City Council
Surfers Paradise Alliance Ltd ACN 097 068 285 and ABN 19 097 068 285	Gold Coast City Council
Ipswich City Council (trading as Ipswich Arts Foundation) ABN 61 461 981 077	Ipswich City Council
Ipswich City Enterprises Investments Pty Ltd (trading as Ipswich City Enterprises Investments Pty Ltd) ACN 127 862 515 and ABN 42 127 862 515	Ipswich City Council
Ipswich City Enterprises Pty Ltd (trading as Ipswich City Enterprises Pty Ltd) ACN 095 487 086 and ABN 88 095 487 086	Ipswich City Council
The trustee for Ipswich Arts Foundation Trust ABN 75 833 582 216	Ipswich City Council
Lockhart River Aerodrome Company Pty Ltd (Lockhart River Aerodrome Company Pty Ltd) ACN 061 972 978 and ABN 95 061 972 978	Lockhart River Aboriginal Shire Council
Outback @ Isa Pty Ltd (trading as Outback@Isa) ACN 31 104 362 718 and ABN 104 362 718	Mount Isa City Council
Rodeo Capital Pty Ltd (trading as Buchanan Park Facilities Management) ACN 125 659 510 and ABN 89 125 659 510	Mount Isa City Council
Palm Island Community Company Ltd ACN 126 800 682 and ABN 64 126 800 682	Palm Island Aboriginal Shire Council
Edward River Crocodile Farm Pty Limited (trading as Edward River Crocodile Farm) ACN 008 502 270 and ABN 90 008 502 270	Pormpuraaw Aboriginal Shire Council
Poruma Island Pty Ltd ACN 098 641 162 and ABN 88 098 641 162	Torres Strait Island Regional Council
Kronosaurus Korner Board Inc. (trading as Kronosaurus Korner) ABN 29 088 101 544	Richmond Shire Council
The trustee for Boonah and District Art Gallery and Library Trust Gift Fund (trading as Boonah and District Art Gallery and Library Trust Gift Fund) ABN 92 719 264 297	Scenic Rim Regional Council
The trustee for the Boonah District Performing Arts Centre (trading as Boonah and District Performing Arts Centre Trust) ABN 35 930 584 358	Scenic Rim Regional Council
Caloundra City Enterprises Pty Ltd ACN 127 655 136 and ABN 39 127 655 136	Sunshine Coast Regional Council
Sunshine Coast Events Centre Pty Ltd (trading as Caloundra Civic Cultural Centre) ACN 127 655 510 and ABN 38 127 655 510	Sunshine Coast Regional Council
Warwick Tourism and Events Pty Ltd ACN 105 787 246 and ABN 52 105 787 246	Southern Downs Regional Council

Queensland Local Government Industry (Stream C) Award – State 2017

Entity	Relevant local government/s
Empire Theatres Pty Ltd ACN 086 482 288 and ABN 83 086 482 288	Toowoomba Regional Council
The trustee for Empire Theatres Foundation (trading as Empire Theatres Foundation) ABN 69 130 487 365	Toowoomba Regional Council
The trustee for Townsville Cemetery Trust (trading as Townsville & Thuringowa Cemetery Trust) ABN 72 096 373 559	Townsville City Council
Waltzing Matilda Centre Ltd (trading as Waltzing Matilda Centre) ACN 34 086 051 078 and ABN 34 086 051 078	Winton Shire Council
Woorabinda Pastoral Company Pty Limited ACN 011 072 450 and ABN 17 011 072 450	Woorabinda Aboriginal Shire Council

## Division 1 - Schedule 2 - Supported Wage System

This Schedule defines the conditions which will apply to employees who because of the effects of a disability are eligible for a supported wage under the supported wage system.

**Definitions** - In this Schedule:

**approved assessor** means a person accredited by the management unit established by the Commonwealth under the supported wage system to perform assessments of an individual's productive capacity within the supported wage system

**assessment instrument** means the tool provided for under the supported wage system that records the assessment of the productive capacity of the person to be employed under the supported wage system

**disability support pension** means the Commonwealth pension scheme to provide income security for persons with a disability as provided under the *Social Security Act 1991* (Cth), or any successor to that scheme

**relevant minimum wage** means the minimum wage prescribed in this Award for the class of work for which an employee is engaged

**supported wage system (sws)** means the Commonwealth Government system to promote employment for people who cannot work at full Award wages because of a disability, as documented in the Supported Wage System Handbook. The Handbook is available from the following website: [www.jobaccess.gov.au](http://www.jobaccess.gov.au)

**sws wage assessment agreement** means the document in the form required by the Department of Social Services that records the employee's productive capacity and agreed wage rate

### Eligibility criteria

- (a) Employees covered by this Schedule will be those who are unable to perform the range of duties to the competence level required within the class of work for which the employee is engaged under this Award, because of the effects of a disability on their productive capacity, and who meet the impairment criteria for receipt of a disability support pension.
- (b) This Schedule does not apply to any existing employee who has a claim against the employer which is subject to the provisions of the *Workers' Compensation and Rehabilitation Act 2003*.

### Supported wage rates

- (a) Employees to whom this Schedule applies will be paid the applicable percentage of the relevant minimum wage according to the following Table and Note:

Assessed capacity (see below)	Relevant minimum wage*
10%	10%
20%	20%
30%	30%
40%	40%
50%	50%
60%	60%
70%	70%
80%	80%
90%	90%

\*Note: The minimum amount payable to an employee receiving a supported wage must not be less than \$82 per week.

- (b) Where an employee's assessed capacity is 10%, the employee must receive a high degree of assistance and support.

### **Assessment of capacity**

- (a) For the purpose of establishing the percentage of the relevant minimum wage, the productive capacity of the employee will be assessed in accordance with the sws by an approved assessor, having consulted the employer and employee and, if the employee so desires, a union which the employee is eligible to join.
- (b) All assessments made under this Schedule must be documented in a sws wage assessment agreement, and retained by the employer as a time and wages record in accordance with the Act.

### **Review of assessment**

The assessment of the applicable percentage should be subject to annual or more frequent review on the basis of a reasonable request for such a review. The process of review must be in accordance with the procedures for assessing capacity under the sws.

### **Other terms and conditions of employment**

Where an assessment has been made, the applicable percentage will apply to the relevant minimum wage only. Employees covered by the provisions of this Schedule will be entitled to the same terms and conditions of employment as other workers covered by this Award on a *pro rata* basis.

### **Workplace adjustment**

If the employer wishes to employ a person under the provisions of this Schedule it must take reasonable steps to make changes in the workplace to enhance the employee's capacity to do the job. Changes may involve re-design of job duties, working time arrangements and work organisation.

### **Trial period**

- (a) In order for an adequate assessment of the employee's capacity to be made, the employer may employ a person under the provisions of this Schedule for a trial period not exceeding 12 weeks, except that in some cases additional work adjustment time (not exceeding four weeks) may be needed.
- (b) During that trial period the assessment of capacity will be undertaken and the percentage of the relevant minimum wage for a continuing employment relationship will be determined.
- (c) The minimum amount payable to the employee during the trial period must be no less than the amount recorded in the Note under the Table (above).
- (d) Work trials should include induction or training as appropriate to the job being trialled.
- (e) Where the employer and employee wish to establish a continuing employment relationship following the completion of the trial period, a further contract of employment will be entered into based on the outcome of assessment (see **assessment of capacity** - above).



## **DIVISION 2**

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## Division 2 - Section 1

### Building Trades Services

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## **PART 1 - Title and Operation**

### **1. Title**

See clause 1 of Division 1.

### **2. Operation**

See clause 2 of Division 1 - Provisions with common application.

### **3. Definitions and interpretation**

(a) Definitions with common application are contained in clause 3 of Division 1.

(b) In this Section, unless the context otherwise requires:

**afternoon shift** means a shift finishing after 1800 and at or before 2400

**country work** means any work in respect of which the distance, or the travelling facilities, to and from such a place of work make it reasonably necessary for the employee to live and sleep at some place other than the employee's usual place of residence at the time of commencing such work

**junior** means an employee under 21 years of age other than an apprentice or a trainee as defined in the *Further Education and Training Act 2014*, engaged in any non-trade calling to which this Award applies

**night shift** means a shift finishing after 2400 and at or before 0800

**union** means the following industrial organisations of employees in accordance with their callings:

- Construction, Forestry, Mining & Energy, Industrial Union of Employees, Queensland;
- Plumbers & Gasfitters Employees' Union Queensland, Union of Employees; or
- The Australian Workers' Union of Employees, Queensland

### **4. Coverage**

(a) See clause 4 of Division 1 - Provisions with common application.

(b) This Section covers local government employees engaged in the provision of building trades services.

### **5. Queensland Employment Standards and this Award**

See clause 5 of Division 1 - Provisions with common application.

### **6. Enterprise flexibility and facilitative award provisions**

See clause 6 of Division 1 - Provisions with common application.

## **PART 2 - Dispute Resolution**

### **7. Dispute resolution**

See clause 7 of Division 1 - Provisions with common application.

## **PART 3 - Types of Employment, Consultation and Termination of Employment**

### **8. Types of employment**

- (a) See clause 8 of Division 1 - Provisions with common application. In addition to the provisions with common application the provisions at clause 8(b) and clauses 8.1 to 8.3 below also apply.
- (b) A building trades employee may be employed on a full-time, part-time or casual basis. Every employee shall be advised of the basis of their employment in writing upon appointment.

#### **8.1 Full-time employment**

A full-time building trades employee is one who is engaged to work an average of 38 ordinary hours per week.

#### **8.2 Part-time employment**

- (a) A part-time building trades employee is an employee who:
  - (i) is engaged to work a regular pattern of ordinary hours each week or fortnight which are not less than 10 hours but not more than 38 hours per week; and
  - (ii) receives, on a *pro rata* basis, the same salary and conditions of employment to those of an equivalent full-time employee who performs the same kind of work.
- (b) For each ordinary hour worked a part-time employee shall be paid no less than 1/38th of the minimum weekly rate of pay for their classification.
- (c) Before commencing part-time employment, the employee and employer must agree in writing:
  - (i) the number of ordinary hours to be worked by the employee;
  - (ii) the days upon which ordinary hours will be worked; and
  - (iii) the usual daily starting and finishing times.
- (d) The terms agreed in clause 8.2(c) may be varied by mutual agreement and any variation must be recorded in writing.
- (a) By mutual agreement with their employer, a part-time employee may elect and record in writing, to work additional ordinary hours above their regular hours, up to and including full-time equivalent hours. The additional hour so worked are to be taken into account in the *pro rata* calculation of all leave and other entitlements.
  - (i) Any additional ordinary hours are to be treated as follows:
    - (A) day workers - additional hours worked within the spread of ordinary hours prescribed in clause 15.3 are to be paid for at the ordinary hourly rate;
    - (B) shift workers - to be paid for at the ordinary hourly rate, plus the applicable shift allowance.

#### **8.3 Casual employment**

- (a) (i) A casual building trades employee is an employee who is engaged and paid as such.
- (ii) A casual employee cannot be employed to work more ordinary hours than are worked by an equivalent full-time employee each week or fortnight, as the case may be.
- (b) Except where otherwise provided, a casual employee is entitled to receive, on a *pro rata* basis, the same pay and conditions of employment, other than leave entitlements, to those of an equivalent full-time employee who performs the same kind of work.
- (c) For each hour worked a casual employee shall be paid no less than 1/38th of the minimum weekly rate of pay for their classification plus a casual loading of 23%.
- (d) The casual loading of 23% is paid instead of annual leave, paid personal/carer's leave, notice of termination, redundancy benefits and the other attributes of full-time or part-time employment. The loading constitutes part of the casual employee's salary for the purpose of calculating overtime, weekend penalties, public holiday and shift payments, where relevant.
- (e) Termination of employment by either party shall be by the giving of 2 hours' notice, or payment/forfeiture in lieu thereof.
- (f) The long service leave entitlement of casual employees is recorded in clause 22.

## **9. Termination of employment**

See clause 9 of Division 1 - Provisions with common application.

## **10. Redundancy**

See clause 10 of Division 1 - Provisions with common application.

## **11. Consultation - Introduction of changes**

See clause 11 of Division 1 - Provisions with common application.

# **PART 4 – Minimum Wage and Salary Levels, Allowances and Related Matters**

*(Note: The wage rates and salary levels prescribed in this Award do not apply to employees to whom the provisions of Schedule 2 in Division 1 (Supported Wage System) apply.)*

## **12. Classifications and minimum wage and salary levels**

See clause 12 of Division 1 – Provisions with common application. In addition to the provisions with common application the provisions at clauses 12.1 to 12.2 below also apply.

### **12.1 Minimum wage levels**

Employees covered by this Section are to be classified into an appropriate classification and level in accordance with the classification structure set out in Schedules 1 and 2 of this Section with minimum wage and salary levels to be as set out in the table below:

Classification	Award Rate <sup>1</sup> Per Week \$ <sup>2</sup>
<b>Building worker</b>	
Building worker, level 1(a), new entrant	734.00
Building worker, level 1(b), after 3 months in the industry	755.50
Building worker, level 1(c), after 12 months in the industry	755.50
Building worker, level 1(d)	777.50
Building worker, level 2	796.00
<b>Building tradesperson</b>	
Building tradesperson, level 1	808.50
Building tradesperson, level 2	830.00
Building tradesperson, level 3	854.00

*Notes:*

<sup>1</sup> Includes the arbitrated wage adjustment payable under the 1 September 2016 Declaration of General Ruling.

<sup>2</sup> Rounded to the nearest \$0.50.

## 12.2 Mixed functions

- (a) An employee engaged for more than 4 hours on any one day on work which carries a higher rate than their ordinary classification shall be paid the higher rate for the whole day. If employed for 4 hours or less on any one day the employee shall be paid at the higher rate for 4 hours.
- (b) Builder's labourers who during any one week perform jackhammer work for a total of 20 hours or more, irrespective of the number of days involved, shall be paid at the rate prescribed for a Building Worker level 1 (c) for the whole of the time so worked during that week.

## 13. Allowances

- (a) In addition to the allowances prescribed in clause 13 of Division 1 - Provisions with common application, clauses 13(b) and (c) and clauses 13.1 to 13.30 below also apply to employees covered by this Section.
- (b) The allowances prescribed in clause 13 shall be paid irrespective of the times at which work is performed and, unless specifically provided, shall not be subject to any premium or penalty.
- (c) Where more than one of the allowances provides payments for disabilities of substantially the same nature, then only the highest of such rates shall be payable.

### 13.1 Asbestos

- (a) An employee required to use materials containing asbestos or to work in close proximity to employees using such materials shall be provided with and shall use all necessary safeguards as required by the appropriate occupational health authority and where such safeguards include the mandatory wearing of protective equipment (i.e. combination overalls and breathing equipment or similar apparatus) such employees shall be paid an additional \$0.84 per hour for the actual time so engaged.
- (b) An employee engaged in asbestos eradication shall be paid an additional \$2.31 per hour worked in lieu of all special rates, except those for clauses 13.22 (second hand timber), 13.24 (swing scaffold) and 13.28 (work in excessive heat). **Asbestos eradication** is defined as work on or about buildings

involving the removal or any other method of neutralisation of any materials which consist of, or contain, asbestos.

- (c) The following provisions apply to employees engaged in the process of asbestos eradication:
- (i) All aspects of asbestos work will meet, as a minimum standard, the National Health and Medical Research Council codes, as amended from time to time, for the safe demolition/removal of asbestos based materials.
  - (ii) Without limiting the effect of the above provision, any person who carries out asbestos eradication work shall do so in accordance with the legislation/regulations prescribed by the appropriate authorities.
  - (iii) Respiratory protective equipment, conforming to the relevant parts of the appropriate Australian Standard (i.e. 1716 "Specification for Respiratory Protective Devices") shall be worn by all personnel during work involving eradication of asbestos.

### **13.2 Bricklayers on repair work**

- (a) Subject to clause 13.2(b) an employee engaged in repairing the brickwork of furnaces shall be paid for at not less than one and one-sixth times the ordinary rates.
- (b) Work at a temperature of 43 degrees Celsius or over shall be paid for at one and one-thirds times the ordinary rates.
- (c) The foregoing will not apply to any kiln or furnace work in connection with the burning of bricks, tiles or any earthenware goods.

### **13.3 Certificate allowance**

- (a) A tradesperson who holds and is required to act on a scaffolding or rigging certificate issued by Workplace Health and Safety Queensland whilst engaged on work requiring a certificated person shall be paid an additional \$0.70 per hour for the actual time so engaged.
- (b) The additional payment at clause 13.3(a) for certificate holders shall not be payable cumulative on the allowance for swing scaffolds set out in clause 13.24.

### **13.4 Cleaning bricks allowance**

An employee required to clean down bricks using acids or other corrosive substances shall be paid an additional \$0.64 per hour for the actual time so engaged.

### **13.5 Computing quantities**

An employee, except if in receipt of a leading hand allowance, who regularly computes or estimates quantities of materials in respect to the work performed by other employees shall be paid an additional \$5.02 per day or part thereof.

### **13.6 Confined space**

An employee required to work in a place the dimension or nature of which necessitates working in a stooped or otherwise cramped position and/or without sufficient ventilation shall be paid an additional \$0.84 per hour for the actual time so engaged.



### **13.7 Construction/on site allowance**

- (a) An employee working on building construction work (as defined in clause 13.7(b)), shall be paid an allowance at the rate of \$30.70 per week, for all purposes of this Award, to compensate for the following disabilities:
- (i) climatic conditions when working in the open on all types of work;
  - (ii) the physical disadvantages of having to climb stairs or ladders;
  - (iii) dust blowing in the wind on building sites;
  - (iv) sloppy and muddy conditions associated with the initial stages of the erection of the building;
  - (v) dirty conditions caused by the use of foam oil or from green timber;
  - (vi) the disability of working on all types of scaffolds other than a single plank swing scaffold or a bosun's chair;
  - (vii) the lack of the usual amenities associated with factory work (e.g. recreational facilities, sanitary convenience etc.);
  - (viii) drippings from newly poured concrete;
  - (ix) all other present disabilities not specifically compensated or allowed for by any other provisions in this Section.
- (b) For the purposes of clause 13.7 **building construction work** shall mean the construction of new buildings, the construction of additions to existing buildings and necessary alteration of existing buildings to make them conform to any new additions, and the demolition of buildings.

### **13.8 Construction allowances**

- (a) Bagging - employees engaged upon bagging brick or concrete structures shall be paid an additional \$0.64 per hour for the actual time so engaged.
- (b) Underpinning - an additional \$0.84 per hour for the actual time so engaged shall be paid for all work done in underpinning walls or in confined situations such as holes or shafts, provided that the depth of such holes or shafts is 1.8 metres or over.

### **13.9 Dirty work allowance**

An employee engaged on unusually dirty work to which no other allowance applies shall be paid an additional \$0.70 per hour for the actual time so engaged.

### **13.10 Divisional and District parities**

See clause 13.1 of Division 1 - Provisions with common application.

### **13.11 Explosive powered tools**

An employee required to use an explosive powered tool/s shall be paid an additional \$1.64 per day for each day such tool/s is used.

### 13.12 First-aid allowance

- (a) Where an employer appoints an employee who holds an appropriate first-aid certificate as a first-aid attendant the employee shall be paid an additional \$16.40 per week in which the employee works three days or more.
- (b) This allowance shall be treated as part of the ordinary rate of pay for the purposes of annual leave (but not loading on leave), sick leave, long service leave and all other paid leave.

### 13.13 Grindstone allowance

The employer shall provide a power driven grindstone of a type suitable for maintaining employees' hand tools at every shop, job or building site as required. In event of there being no grindstone provided the employer shall pay to each employee an additional \$4.10 per week where an employee is required to provide and sharpen their own hand tools.

### 13.14 Insulation work

- (a) An employee working in a dust-laden atmosphere caused by the use of materials for insulating, deafening, or pugging work, when, for instance, pumice, charcoal, or any other substitute, including cork and sawdust is used, shall be paid an additional \$0.84 per hour for the actual time so engaged.
- (b) An employee employed on work which involves the handling of charcoal, pumice, slagwool, insulwool or other loose material of a like nature used on the construction, repair, or demolition of roofing, flooring walls or partitions, for providing insulation against heat, cold or noise, shall be paid an additional \$0.84 per hour for the actual time so engaged.
- (c) An employee engaged at fixing insulation materials with hot bitumen shall be paid an additional \$0.84 per hour for the actual time so engaged.
- (d) An employee engaged on insulating work in an average temperature of 7 degrees Celsius or under shall be paid an additional \$0.84 per hour for the actual time so engaged.

### 13.15 Labourers mixing wet concrete or compo

A labourer mixing or depositing wet concrete or mixing compo for bricklayers or plasterers shall be paid an additional \$0.61 per day.

### 13.16 Laying other than standard bricks

- (a) A stonemason, stonemason's assistant, bricklayer laying other than standard bricks and a builder's labourer handling building blocks (other than cindicrete blocks for plugging purposes) shall be paid an additional amount per hour, as specified below, whist so engaged:

	<b>Per hour</b>
	<b>\$</b>
• For bricks over 5.5kg	0.70
• Over 9kg and up to 18kg	1.21
• Over 18kg	1.74

- (b) An employee shall not be required to lift a building block in excess of 20kg in weight unless such employee is provided with mechanical aid or with an assisting employee.
- (c) A stonemason or a stonemason's assistant shall not receive the above allowances if the employer provides mechanical means for the handling, lifting and placing of heavy blocks.

### 13.17 Leading hand allowance

- (a) An employee occupying the position of leading hand shall be paid the following additional rates:

	<b>Per day</b>
	<b>\$</b>
<b>All other than plumbers -</b>	
• In charge of not more than 1 person	4.10
• In charge of 2 and not more than 5 persons	9.11
• In charge of 6 and not more than 10 persons	11.47
• In charge of more than 10 persons	15.26
<b>Plumbers only -</b>	
• In charge of not more than 1 person	5.94
• In charge of 2 and not more than 4 persons	8.29
• In charge of more than 4 persons	11.57

- (b) A **leading hand plumber** means a qualified plumber who has one or more employees, other than apprentices, under their control.
- (c) Leading hand allowances shall be taken into consideration in the computation of overtime, payment for annual leave, sick leave, public holidays, weekend work, etc.

### 13.18 Overtime meal allowances and meal breaks

- (a) An employee who is required to continue work after their usual ceasing time shall be entitled to a 30 minute crib break, without deduction of pay, after 2 hours of overtime or after one hour if overtime continues beyond 1800.
- (b) After each further period of 4 hours overtime the employee shall be allowed a 45 minute crib break, without deduction of pay.
- (c) An employee, other than an employee living in camp, who is required to continue work after their usual ceasing time shall be supplied with a reasonable meal at the employer's expense, or be paid \$12.35 in lieu thereof, after 2 hours of overtime or after one hour if overtime continues beyond 1800. If an employee continues to work the employee shall be allowed an additional meal or \$12.35 in lieu thereof for each completed 4 hours' work after the first hour.
- (d) An employee who is required to work overtime on a scheduled day off, rostered day off or public holiday beyond the fifth hour of such overtime shall be entitled to an unpaid meal break of 30 minutes.
- (e) Should the employee be required to continue such overtime beyond 9 hours the employee shall be entitled to a further crib break of 30 minutes, without deduction of pay.
- (f) After each further 4 hours of overtime the employee shall be entitled to a 45 minute crib break, without deduction of pay, provided that the employee is required to continue working thereafter.
- (g) The employer shall supply a reasonable meal at the employer's expense at all paid breaks prescribed in clauses 13.18(e) and (f) or pay an allowance of \$12.35 in lieu thereof.

### 13.19 Plasterers in sewers

A plasterer engaged in sewer or shaft work in drains shall be paid an additional:

- (a) in drains 1.22 metres and over in diameter: \$0.40 per hour for the actual time so engaged; and

- (b) in drains under 1.22 metres in diameter: \$0.51 per hour for the actual time so engaged.

### 13.20 Plasterers top-dressing floors

A plasterer engaged in top-dressing floor work or patching old and dirty work shall be paid an additional \$0.40 per hour for the actual time so engaged. This payment shall not apply to terrazzo layers.

### 13.21 Roof repairs

An employee engaged on repairs to existing roofs shall be paid an additional \$0.84 per hour for the actual time so engaged.

### 13.22 Second hand timber

Where, whilst working with second hand timber, an employee's tools are damaged by nails, dumps or other foreign matter on the timber the employee shall be entitled to an additional \$2.66 per day on each day upon which the employee's tools are so damaged, provided that no allowance shall be payable unless it is reported immediately to the employer's representative on the job in order that the employer's representative may approve the claim.

### 13.23 Special substance allowance

An employee required to work in the following circumstances shall be paid the additional amount prescribed for the actual time so engaged:

- (a) preparation and/or the application of epoxy based materials and materials which include or require the addition of a catalyst hardener and reactive additives or two pack catalyst system - \$0.84 per hour
- (b) working in close proximity to those subject to clause 13.23(a) - \$0.70 per hour.

### 13.24 Swing scaffold

A payment of \$5.02 for the first 4 hours or any portion thereof, and \$1.03 for each hour after 4 hours on any day, shall be made to any person employed:

- (a) on any type of swing scaffold or any scaffold suspended by rope, cable or bosun's chair (however named); or
- (b) on a suspended scaffold requiring the use of steel or iron hooks or angle irons at a height of 6 metres or more above the nearest horizontal plane.

### 13.25 Tool allowances

- (a) The following tool allowances shall be paid to all tradespersons who are required to supply and use their own tools:

Trade	Per Week \$
Carpenter and/or Joiner	25.80
Plumber and Gasfitter	25.80
Plasterer and Tiler	21.30
Bricklayer	18.30
Stonemason	18.30
Waterproofer	10.05
Signwriter, Painter, Glazier	6.15

<b>Trade</b>	<b>Per Week \$</b>
Licensed Drainer	6.15

- (b) The tool allowances prescribed in clause 13.25(a) are not payable while an employee is absent on annual leave.
- (c) A tradesperson shall replace or pay for any tools supplied by their employer which are lost as a result of negligence on the part of the employee.

### **13.26 Tunnel work**

An employee engaged:

- (a) in tunnel work and required to work underground (other than pot and drive work) at a depth of 3.6 metres or less; or
- (b) in shafts with a cross section area of less than 13.3 square metres, which will be sunk to a depth greater than 6 metres; or
- (c) in trenches more than 1.8 metres in depth and less than 0.9 metres in width,

shall be paid an additional \$0.61 per day or shift.

### **13.27 Wet work and work in the rain**

- (a) Where practicable suitable waterproof clothing shall be supplied by the employer to an employee who is required to work in the rain.
- (b) When an employee is required to work in any place where water is continually dripping so that their clothing becomes wet with water, or when they are required to work where there is water under foot so that the feet of the employee become wet, such employee shall be paid an additional \$0.70 per hour for the actual time so engaged. Such additional amount shall not be payable when protective clothing or boots are supplied.
- (c) When an employee is required to work in the rain and by so doing gets wet clothing, the employee shall be paid double rates for all time so worked with a minimum of one hour. Such payment shall continue until the employee finishes work or is able to change into dry clothing.

### **13.28 Work in excessive heat**

- (a) An employee who finds that the temperature is excessive shall be entitled to request the employer or employer's representative to take reasonable action to reduce the temperature to below an excessive level. The employee shall not be required to work in excessive heat when it is not safe to do so.
- (b) When the employer is unable to reduce the temperature below 54 degrees Celsius the employee shall be entitled to receive an additional \$0.84 per hour for the actual time so engaged. Where work continues for more than 2 hours in temperatures exceeding 54 degrees Celsius, the employee shall rest for at least twenty minutes after every 2 hours. Work shall only resume if it is safe to do so.
- (c) When the temperature is between 46 and 54 degrees Celsius and the employer has been unable to reduce the temperature below 46 degrees, the employee shall receive an additional \$0.70 per hour for the actual time so engaged.

- (d) The temperature shall be determined by the representative of the employer after consultation with the employee who claimed the additional rate. Any temperature measurement shall be based on an in the shade measurement. However the overriding consideration shall be to ensure that it is safe to continue to work at the assigned task. In order to promote safe working practice the employer shall give consideration to the allocation of alternative duties during periods of excessive heat.

**13.29 Work under unpleasant conditions**

An employee engaged in cleaning covered drains, cleaning septic tanks, on live sewer work involving personal contact with live or raw sewerage, shall be paid at the rate of time and one-quarter.

**13.30 Adjustment of monetary allowances**

- (a) Other than the expense related allowances at clauses 13.18 (overtime meal allowance), 13.25 (tool allowances) and Divisional and District parities at clause 13.10, respectively, all other monetary allowances specified in clause 13 shall be automatically adjusted from the same date and in the same manner as monetary allowances are adjusted in any State Wage Case decision or other decision of the commission adjusting minimum wage rates in this Award.
- (b) In addition to the monetary allowances specified in clause 13, the monetary allowance in clause 33(a) (camp allowance) shall also be adjusted in the same manner and at the same time as prescribed in clause 13.30(a).
- (c) At the time of any adjustment to the wage rates in this Award the expense related allowances at clauses 13.18 (overtime meal allowance), 13.25 (tool allowances), 31(b)(ii) and (c)(ii) (motor vehicle allowance), 32(a)(iii) (accommodation allowance) and 34(c) (tools insurance value), respectively, shall be automatically adjusted by the relevant adjustment factor. The relevant adjustment factor for this purpose is the percentage movement in the applicable index figure most recently published by the Australian Bureau of Statistics since the allowance was last adjusted.
- (d) The applicable index figure is the index figure published by the Australian Bureau of Statistics for the Eight Capitals Consumer Price Index, as follows:

<u>Allowance</u>	<u>Eight Capitals Consumer Price Index</u> <u>(ABS Cat No. 6401.0 - Table 7)</u>
Accommodation allowance <i>(last adjusted 1 September 2015)</i>	Domestic holiday, travel and accommodation sub-group
Motor vehicle allowance <i>(last adjusted 1 September 2014)</i>	Private motoring sub-group
Overtime meal allowance <i>(last adjusted 1 September 2016)</i>	Take-away and fast foods sub-group
Tool allowance and tools insurance value <i>(last adjusted 1 September 2016)</i>	Tools and equipment for house and garden component of the household appliances, utensils and tools sub-group

**14. Superannuation**

See clause 14 of Division 1 - Provisions with common application.

## **PART 5 - Hours of Work and Related Matters**

### **15. Hours of duty**

#### **15.1 Ordinary hours of duty**

- (a) Except as provided in clauses 15.1(b) and (c), the ordinary hours of duty for all employees covered by this Section, exclusive of meal breaks, shall be an average of 38 hours per week and 7.6 hours per day, with a maximum of 8 hours per day.
- (b) Unless otherwise provided, the ordinary hours of duty of employees are to be worked on a maximum of five days of each week, on one of the following bases as determined by the employer after consultation with the employees concerned:
  - (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.
- (c) Notwithstanding the working hours arrangements recorded in clause 15.1(a), an employer and an employee or group of employees may agree that hours of work can exceed 8 hours on any day, to a maximum of 10 hours, thus enabling more than one rostered day off to be taken during a particular work cycle.
- (d) Different methods of working a 38 hour week may apply to individual employees, groups or sections of employees in each location concerned.
- (e) Rostered day off
  - (i) Where the arrangement of ordinary hours of work provides for a rostered day off, the employer and an individual employee and/or the majority of employees concerned may agree to accrue up to a maximum of five rostered days off. Consent to accrue rostered days off shall not be unreasonably withheld by either party.
  - (ii) Where such agreement has been reached, the accrued rostered days off shall be taken within 12 calendar months of the date on which each rostered day off was accrued.
- (f) Scheduled days off
  - (i) Unless prescribed elsewhere in this Section all employees whose ordinary hours of duty may be worked on days other than Monday to Friday shall be entitled to not less than two consecutive scheduled days off duty each week.
  - (ii) In lieu of two whole days off in each week, an employee may be allowed in each fortnightly period either one scheduled day off in one week and three consecutive scheduled days off in the other week or four consecutive scheduled days off.
  - (iii) Two consecutive scheduled days off, one at the end of one week and one at the beginning of the following week may be counted as meeting the requirements of clause 15.1(f)(i).

#### **15.2 Shift work arrangements**

- (a) Employees covered by this Section may be required to perform shift work.

- (b) Such shift work shall be worked in accordance with a roster mutually agreed between the employer and the majority of employees directly affected and/or the employees' representative.
- (c) Employees performing sewerage construction work may work underground, on continuous shifts, corresponding to those worked by other underground workers provided:
  - (i) where continuous shifts are not required, shift work may be performed at such times as may be arranged;
  - (ii) each shift shall consist of 8 hours, back to back, including 45 minutes for crib on the surface; and
  - (iii) no employee shall be required to work night shift more than one week in three, or afternoon shift more than one week in two.

### **15.3 Spread of ordinary hours of duty - day workers**

- (a) The ordinary hours of duty prescribed in clause 15.1 shall be worked continuously, except for meal breaks and rest pauses, between 0600 and 1800 Monday to Friday. The spread of ordinary hours prescribed may be altered as to all or a section of employees provided there is agreement between the employer and the majority of employees concerned.
- (b) Work done outside the hours of 0600 and 0800 shall be paid at overtime rates and will be deemed to be part of the ordinary hours of duty for the purposes of clause 15.3(a).
- (c) 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.
- (d) 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 starting and finishing work including personal clean up will be in the employee's time (except in the case of very dirty work having been performed in polishing).

### **15.4 Payment for working ordinary hours - shift workers**

- (a) An employee who works an afternoon shift or night shift Monday to Friday, inclusive, is to be paid an additional allowance for all ordinary time worked on such shifts as follows:
  - (i) afternoon shift - 12.5%; and
  - (ii) night shift - 15%.
- (b) All ordinary hours of duty worked by a shift worker on a weekend or a public holiday shall be paid for as follows:
  - (i) between 0000 and 2400 on a Saturday - time and one-half;
    - (i) between 0000 and 2400 on a Sunday - time and one-half; and
    - (ii) between 0000 and 2400 on a public holiday - at the rate prescribed in clause 23.1.



## **16. Meal breaks**

- (a) All employees who work in excess of 5 ordinary hours on any day shall be allowed not less than 30 minutes and not more than 60 minutes for an unpaid meal break between the fourth and sixth hours of duty.
- (b) Where an employee is directed to work through their normal break the employee shall be paid at the rate of double time for all work so performed until a meal break of the usual duration can be taken or until the employee ceases work for the day.

## **17. Rest pauses**

- (a) All employees are entitled to a paid rest pause of 10 minutes duration in the employer's time in the first and second half of the working day, subject to the following:
  - (i) a total of 10 minutes for an employee who works for more than 4 hours but less than 6 ordinary hours in any day; or
  - (ii) a total of 20 minutes for an employee who works for at least 6 ordinary hours in any day.
- (b) Where there is agreement between the employer and the majority of employees concerned the rest pauses may be combined into one 20 minute rest pause to be taken in the first part of the ordinary working day, with such 20 minute rest pause and the meal break arranged in such a way that the ordinary working day is broken up into three approximately equal working periods. Consent to combine the rest pauses shall not be unreasonably withheld by either party.
- (c) All rest pauses shall be taken at such times as will not interfere with the continuity of work where such continuity is necessary.

## **18. Overtime**

- (a) No employee shall be required to work more than 16 hours' overtime in any one week, urgent shop repairs and breakdown jobs excepted. For such urgent shop repairs or breakdown jobs, where in excess of 16 hours' overtime in any one week is worked, overtime at double the ordinary rate shall be paid for such excess.
- (b) Each day is to stand by itself when overtime is being computed, except where an employee commences overtime on one day and continues to work such overtime into the next day.

### **18.2 Payment for overtime**

Except as provided elsewhere in this Section:

- (a) All authorised overtime worked by a day worker in excess of their ordinary daily hours of duty or outside their spread of ordinary working hours on any day, Monday to Friday, shall be paid at the rate of time and one-half for the first 2 hours and double time thereafter.
- (b) All authorised overtime worked by a day worker on a Saturday shall be paid at the rate of time and one-half for the first 2 hours and double time thereafter, with a minimum payment as for 3 hours' work.
- (c) All authorised overtime worked by a day worker on a Sunday shall be paid at the rate of double time, with a minimum payment as for 3 hours' work.
- (d) All authorised overtime worked by an employee on a public holiday shall be paid at the rate prescribed in clause 23.1.

- (e) All authorised overtime worked by a shift worker, other than on a public holiday, is to be paid for at the rate of double time.
- (f) The minimum payments provided in clauses 18.2(b) and (c) shall not apply where such overtime is performed immediately preceding or following ordinary hours.
- (g) An employee who, after having been notified to do so, reports for overtime worked on a Saturday, Sunday or public holiday and is unable to work through wet weather shall receive payment for 3 hours at the ordinary rate of wages.

### **18.3 Transport costs following overtime**

When an employee living more than 2 kilometres from the place of work, after having worked overtime or a shift which has not been regularly rostered, finishes work at a time when the customary means of transport is not available and is unable to arrange reasonable alternative means of transport, the employer shall provide the employee with suitable means of transport home or pay such expenses as are reasonably incurred by the employee in travelling to their home.

### **18.4 Recall to duty - generally**

- (a) Subject to clause 18.4(c), an employee having been recalled to perform duty after leaving the employer's business premises (whether notified before or after leaving the premises) shall be paid for the time worked at the appropriate rate, with a minimum payment as for 4 hours' work for each time so recalled.
- (b) Except in the case of unforeseen circumstances the employee will not be required to work the full 4 hours if the job for which the employee has been recalled is completed within a shorter period.
- (c) The minimum payment prescribed in clause 18.4(a) will not apply where the overtime worked is continuous (subject to prescribed meal breaks) with the completion or commencement of ordinary working hours.

### **18.5 Fatigue leave/rest period after overtime**

- (a) An employee who works so much overtime between the termination of ordinary work on one day and the commencement of ordinary work on the next day so that 10 consecutive hours off duty has not occurred shall be released after completion of such overtime until 10 consecutive hours off duty does occur without loss of pay for ordinary working time occurring during such absence.
- (b) If, on the instructions of the employer, an employee resumes or continues ordinary work without having had 10 consecutive hours off duty the employee shall be paid double rates until released from duty and shall then be entitled to be absent until 10 consecutive hours off duty has occurred without loss of pay for ordinary working time occurring during such absence.
- (c) The provisions of clause 18.5 shall apply to shift workers who rotate from one shift to another as if 8 hours were substituted for 10 hours when overtime is worked:
  - (i) for the purposes of changing shift rosters; or
  - (ii) when a shift worker does not report for duty; or
  - (iii) where a shift is worked by arrangement between the employees themselves.
- (d) An employee who has worked continuously (except for meal breaks) for 20 hours is to have a break of at least 12 hours before again starting work.

- (e) Clause 18.5 does not apply to employees:
  - (i) who reside or remain on or about their place of work and are required to perform duties on an intermittent basis outside their ordinary hours of duty; or
  - (ii) who has been recalled to duty and the actual time worked is less than 3 hours on each of such recalls.

## **PART 6 - Leave of Absence and Public Holidays**

### **19. Annual leave**

Annual leave is provided for in Division 5 of the QES. Clauses 19.1 to 19.4 supplement the QES.

#### **19.1 Period of annual leave**

In lieu of the requirements prescribed at sections 31(1)(b) and (6) of the Act, a continuous shift worker covered by this Section shall be entitled to 5 weeks annual leave.

#### **19.2 Payment for annual leave**

- (a) Subject to clause 19.2(c) an employee (other than a shift worker) proceeding on annual leave is entitled to receive the following payments:
  - (i) an amount equal to the wage rate being paid to the employee immediately before the employee takes the leave for the period of such leave; and
  - (ii) a further amount equal to 17.5% of the wage rate payable to the employee for the period of such leave.
- (b) Subject to clause 19.2(c) a shift worker proceeding on annual leave is entitled to receive the following payment:
  - (i) an amount equal to the wage rate being paid to the employee immediately before the employee takes the leave for the period of such leave calculated according to the employee's roster or projected roster including shift, weekend or public holiday penalties; or
  - (ii) an amount equal to the wage rate being paid to the employee immediately before the employee takes the leave for the period of such leave, plus a further amount equal to 17.5% of the wage rate payable to the employee for the period of such leave, excluding any shift, weekend or public holiday penalties,

whichever is the higher.
- (c) Leading hand allowances payable for ordinary time worked, and other all purpose payments as identified in this Section, shall be included in the wage rate used for calculating an employee's annual leave payment as set out in clauses 19.2(a) or (b).

#### **19.3 Country work**

- (a) If an employee is engaged on country work when annual leave is granted and the employee returns to the place of engagement, or if employed prior to going to country work the place regarded as such employee's headquarters, by the first reasonable means of transport, such employee's annual leave shall commence on the first full working day following such employee's return to their place of engagement or headquarters as the case may be.

- (b) Annual leave is exclusive of any rostered day off which would have occurred had the employee not been on annual leave.

#### **19.4 Annual close down**

- (a) Where an employer closes down its operations or a section or sections thereof for the purposes of allowing annual leave to all or the bulk of the employees in the section or sections concerned, the following provisions shall apply:
  - (i) by the giving of not less than 90 days' notice the employer may direct all employees in the section or sections concerned to take leave for the duration of the closedown and allow those who are not then qualified for sufficient annual leave to cover the period of the close down to take paid leave on a proportionate basis and to take such accumulated time off/rostered days off as may be available to the employee to apply towards the close down period.
  - (ii) all time during which an employee is stood down without pay for the purpose of clause 19.4(a)(i) shall count as service in the next 12 monthly qualifying period.
- (b) Notwithstanding clause 19.4(a), where there is agreement between the employer and the majority of employees concerned, the employer may close down its operations or a section or sections thereof on one additional occasion in any 12 month period for the purpose of allowing additional annual leave for a period agreed with its employees.

#### **20. Personal leave**

See clause 20 of Division 1 - Provisions with common application.

#### **21. Parental leave**

See clause 21 of Division 1 - Provisions with common application.

#### **22. Long service leave**

See clause 22 of Division 1 - Provisions with common application.

#### **23. Public holidays**

Public holidays are provided for in Division 10 of the QES. Clauses 23.1 to 23.3 supplement the QES provisions.

##### **23.1 Payment for public holidays and for work on a public holiday**

- (a) An employee (other than a casual employee) who would normally work on a day on which a public holiday falls and who:
  - (i) is not required to work on that day, shall be paid for the ordinary hours the employee would normally have worked if that day had not been a public holiday;
  - (ii) is required to work on the public holiday shall, in addition to the payment prescribed in clause 23.1(a)(i), be paid at the rate of time and one-half for any hours worked, with a minimum payment as for 4 hours' work for the day.

- (b) An employee (including a casual employee) who would normally work on a day on which a public holiday falls and who performs authorised overtime outside the employee's ordinary working hours for that day shall be paid for such time at double the overtime rate prescribed in clause 18.2.
- (c) An employee (including a casual employee) who would not normally be required to work on a public holiday but who is required to work on that day shall be paid at the rate of double time and one-half for any hours worked, with a minimum payment as for 4 hours' work for the day.
- (d) The minimum payment provided in clauses 23.1(a) or (c) shall not apply where the work performed on the public holiday is immediately preceding or following ordinary hours.

### **23.2 Substitution**

- (a) Subject to statutory limitations (such as the time work may not be performed on Anzac Day) where there is agreement between the employer and an employee or employees, another ordinary working day may be substituted for a public holiday.
- (b) Where an employee is subsequently required to work on the substituted day they shall be paid at the rate prescribed in clause 23.1.

### **23.3 Employees who do not ordinarily work Monday to Friday of each week**

- (a) An employee (other than a casual employee) who does not ordinarily work Monday to Friday of each week is entitled to public holidays as follows:
  - (i) either payment for each public holiday or a substituted day's leave.
  - (ii) where a public holiday would have fallen on a Saturday or a Sunday (e.g. Australia Day) 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.
- (b) 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. 25 December) is to be paid at the rate of double time.
- (c) For the purpose of clause 23.3(a) **payment for each public holiday and a substituted day's leave** means:
  - (i) for full-time employees, 7.6 hours at ordinary rates; and
  - (ii) for part-time employees, the number of ordinary hours normally worked on the same day of the week on which the holiday falls.
- (d) Nothing in clause 23.3 confers a right to any employee to payment for a public holiday as well as a substituted day in lieu.

## **24. Jury service**

See clause 24 of Division 1 - Provisions with common application.

## **25. Service leave**

See clause 25 of Division 1 - Provisions with common application.

## **PART 7 - Union Related Matters**

### **26. Union encouragement**

See clause 26 of Division 1 - Provisions with common application.

### **27. Union delegates**

See clause 27 of Division 1 - Provisions with common application.

### **28. Trade union training leave**

- (a) Subject to the conditions set out in clause 28(d), upon written application by an employee to an employer, such application being endorsed by the relevant union and giving to the employer at least one month's notice, the employee shall be granted up to five working days' leave (non-cumulative) on ordinary pay each calendar year to attend courses and seminars conducted by the union or specific training courses approved and accredited by the union.
- (b) Other courses mutually agreed between the union and an employer may be included under clause 28.
- (c) For the purposes of clause 28(a), **ordinary pay** shall mean at the ordinary weekly rate paid to the employee exclusive of any allowance for travelling time and fares or shift work.
- (d) The granting of such leave shall be subject to the following conditions:
  - (i) An employee must have at least 12 months' uninterrupted service with an employer prior to such leave being granted.
  - (ii) This clause shall not apply to an employer with less than 5 full-time employees covered by this Section.
  - (iii) The maximum number of employees under this Section from any one place of employment of the employer attending a course or seminar at the same time will be as follows:
    - (A) where the employer employs between 5 and 100 employees            2
    - (B) where the employer employs 100 or more employees            4
  - (iv) The granting of such leave shall be subject to the convenience of the employer and so that the operations of the employer will not be unduly affected.
  - (v) The scope, content and level of the course shall be such as to contribute to a better understanding of industrial relations within the employer's operations.
  - (vi) Leave granted to attend courses will not incur additional payment if such course coincides with the employee's rostered day off in 38 hour week working arrangements or with any other concessional leave.
- (e) In granting such paid leave, the employer is not responsible for any additional costs except the payment of extra remuneration where relieving arrangements are instituted to cover the absence of the employee.
- (f) Paid trade union training leave will not affect other leave granted to employees under this Award.

## **29. Right of entry**

See clause 29 of Division 1 - Provisions with common application.

## **PART 8 - Transfers, Travelling, Working Away, Camps, Equipment, Tools and Amenities**

### **30. Provisions of general application**

- (a) Each employee covered by this Section shall start and cease work on the job at the usual commencing and finishing times and may be required to travel from work site to work site as directed by the employer.
- (b) An employee driving a vehicle supplied by the employer outside ordinary working hours at the direction of the employer for the purpose of transporting:
  - (i) other employees; and/or
  - (ii) goods, stores, provisions, tools or equipment on behalf of the employer,shall be deemed to be working and entitled to be paid overtime at the applicable overtime rate/s.
- (c) For purposes of clarity, nothing in clause 30(b) is designed to entitle an employee to overtime rates where the vehicle they might be driving is carrying goods, stores, provisions, tools or equipment owned by the employee or the employer as an incidental aspect of the journey.

### **31. Provisions applicable to depot, workshop or facility based employees**

- (a) Except as prescribed elsewhere in clause 31, no fares or travelling time shall be paid to a depot, workshop or facility (DWF) based employee who is engaged to work either permanently or principally at a depot, workshop or facility owned or operated by the employer.
- (b)
  - (i) A DWF based employee who, during the course of the working day, is required to work at a work site away from their permanent or principal depot, workshop or facility shall be transported to such work site by the employer in the employer's time.
  - (ii) In the event the employer does not provide transport and the employee is required to make their own way to the work site the employee shall be paid reasonable cost of fares by the most convenient public transport between such work sites or, where the employer requests the employee to use their own vehicle to effect such a transfer and the employee agrees to do so, be paid an allowance at the rate of \$0.83 per kilometre.
- (c)
  - (i) Subject to clause 31(d), a DWF based employee who is required by the employer to travel in their own time to a work site other than their permanent or principal depot, workshop or facility shall be transported by the employer from the permanent or principal depot, workshop or facility to the work site and return and the actual time occupied in such travelling, shall be paid for at ordinary rates.
  - (ii) In the event the employer does not provide transport and the employee is required to make their own way to the work site the employee shall also be paid reasonable cost of fares by the most convenient public transport between such sites or, where the employer requests the employee to use their own vehicle to effect such a transfer and the employee agrees to do so, be paid an allowance at the rate of \$0.83 per kilometre.
- (d)
  - (i) In lieu of the provisions set out in clause 31(c), an employee may agree with their employer to make their own way from their usual place of residence to the work site, rather than

being required to report to the depot, workshop or facility. In such cases, the employee shall be entitled to excess travelling time and distance calculated on the basis of the time taken and distance travelled by the employee between their usual place of residence and their depot, workshop or facility compared to the distance between their usual place of residence and the work site, and return.

- (ii) Any excess travelling time and distance is to be paid at the rates specified in clause 31(c)(i) and (ii).
- (e) For the purposes of clause 31, the word **principal** shall be interpreted to mean the depot, workshop or facility at which the employee spends the majority of their working hours.

### **32. Distant work - other than if living in a camp**

- (a) An employee required to travel to a locality at such distance from the employee's usual place of residence that the employee cannot reasonably return to that place each night shall be:
  - (i) provided with reasonable transport to and from such locality; and
  - (ii) reimbursed the actual and reasonable expenses for any meals and incidental expenses necessarily incurred by the employee while undertaking such travel; and
  - (iii) provided with reasonable board and accommodation or paid an allowance of \$390.60 per week (\$55.80 per day), which shall not be wages.
- (b) If the employee is required to travel to, or return from, the distant locality in their own time they shall be paid a maximum of 8 hours travelling time during any 24 hour period which shall be paid at ordinary rates.
- (c)
  - (i) On jobs lasting over two months and where the distant locality is not more than 450 km, the employee shall be entitled to return to their usual place of residence once each month and be reimbursed any fares reasonably incurred in travelling from the distant location to their usual place of residence and return.
  - (ii) Where the distance is more than 450 km, the employee shall be entitled to return to their usual place of residence once each two months and reimbursed any fares reasonably incurred in travelling from the distant location to their usual place of residence and return.

### **33. Camp allowance and camp accommodation**

- (a) Where for the performance of work it is necessary for an employee to live in a camp provided by the employer either:
  - (i) because there are no reasonable transport facilities to enable the employee to travel to and from home each day; or
  - (ii) because the employee is directed to live in the camp,the employee shall be paid a camping allowance of \$14.02 for each day (including Saturday and Sunday) the employee lives in camp.
- (b) When an employee lives in a camp during the week and returns home or is otherwise absent from camp for not more than two nights during the week, but does not absent themselves from the job for any of the ordinary working hours, they shall be paid the camping allowance for each of the normal working days.



- (c) The camp shall be provided free of charge by the employer with board and accommodation of a suitable standard.
- (d) For the purposes of this clause, whether board and accommodation is of a suitable standard is to be assessed against the "standard" set out in clauses 10.1, 10.2 or 10.3 (as may be applicable) in the *Local Government Employees (Excluding Brisbane City Council) Award - State 2003*.
- (e) In the event of any dispute about the standard of accommodation the matter shall be dealt with in accordance with the provisions of clause 7.2 of Division 1 of this Award.

### **34. Equipment, tools and amenities**

- (a) An employee whose clothes, spectacles, hearing aids or tools have been accidentally spoilt by acid, sulphur or other deleterious substances, shall be paid such amount to cover the loss thereby suffered by the employee as may be agreed upon between the employee and the employer or, in default of agreement, as may be fixed by the Commission. However, should the employee's clothes be issued to the employee by the employer, the employer will have the option to issue new replacement clothing based on a fair wear and tear basis.
- (b) Each employer shall provide the following tools and appliances where necessary: chain wrenches, pipe cutters, plumbing irons, ratchets, stocks and dies, taps and drills, vices, soldering iron files, hacksaw blades, hammers over 0.9 kilos in weight, pinch bars, all pipe tongs 300 mm and over in length, chamois leather, gilding tip, gilding knife, gilding brush, signwriter's mop, dagger liner, sponge, pliers, claw hammer, screw driver, stripping knife, large compass, duster, perspex square, tracing wheel, T square, sign cutter, glass cutters and putty knife.
- (c)
  - (i) Subject to clause 34(c)(ii), an employee shall be reimbursed by the employer to a maximum of \$1,431.00 for loss of tools or clothes by fire or breaking and entering whilst securely stored at the employer's direction in a room or building on the employer's premises, job or workshop or in a lock-up or if the tools are lost or stolen while being transported by the employee at the employer's direction, or if the tools are accidentally lost over water or if the tools are lost or stolen owing to the employee leaving the job because of injury or illness.
  - (ii) An employee transporting their own tools shall take all reasonable care to protect those tools and prevent theft or loss.
- (d)
  - (i) Unless prevented from doing so because of injury or illness, it is the responsibility of the employee to ensure that the employee's tools are securely stored at the completion of each days' work or shift.
  - (ii) Where an employee is absent from work because of illness or accident and has advised the employer in accordance with clause 20 the employer shall ensure that the employee's tools continue to be securely stored during such absence.
- (e) When an employer requires an employee to wear spectacles with toughened glass lenses the employer will pay the costs of the toughening process.
- (f) For the purposes of clause 34:
  - (i) only tools used by the employee in the course of their employment shall be covered;
  - (ii) the employee shall, if requested to do so, furnish the employer with a list of tools so used;
  - (iii) reimbursement shall be at the current replacement value of new tools of the same or comparable quality;

- (iv) the employee shall report any theft to the Police prior to making a claim on the employer for replacement of stolen tools.

## **PART 9 - Training and Related Matters**

### **35. Training**

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

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

## Division 2 - Section 1 - Schedule 1 (Classifications - Building Trades Services)

### Outline of classification structure

The definitions below guide the classification of employees in this group by indicating the standard of skill and indicative tasks required of a particular role.

Building trades employees at each classification level may be required to have the competencies for the level or levels below their own level. When required, employees at each level will undertake lower level duties as well as performing tasks incidental to work at their level.

### Structure of Building worker level 1 (BW1) classification levels

<b>BW1 (a):</b>	Upon commencement in the industry (i.e. new entrant)
<b>BW1 (b):</b>	After 3 months in the industry
<b>BW1(c):</b>	After 12 months in the industry
<b>BW1 (d):</b>	Upon fulfilling the substantive requirements of Building worker level 1

### Definitions:

#### Building worker level 1 (BW1)

- A **Building worker level 1 (BW1)** works under general supervision in one or more aspects of building and/or construction activities in the local government industry and will:
  - have completed, in accordance with recognised prior learning principles, a construction skills test equivalent to the required competency standards; or
  - have completed relevant structured training equivalent to the required competency standards.
- Skills and duties
 

An employee at this level:

  - may be part of a self-directed work area team (WAT);
  - may be required to perform a range of duties in one or more area of the overall building and/or construction industry;
  - works from instructions and procedures;
  - assists in the provision of on-the-job training to a limited degree;
  - coordinates work in a team environment or works individually under general supervision;
  - is responsible for assuring the quality of their own work;
  - has a qualification in first-aid.
- Indicative tasks
 

Indicative tasks that an employee may perform at this level include the following:

  - uses precision measuring instruments;
  - basic material handling functions;
  - operates small plant and pneumatic machinery;
  - inventory and store control;
  - uses a range of hand tools and oxy welding equipment;
  - has a knowledge of the construction process and understands the sequencing of construction functions;
  - is able to provide first-aid assistance to other employees.

- The BW1 classification incorporates the following (traditionally used) job titles/positions:

Steel erector (whether prefabricated or otherwise)	Demolition worker (after 4 months' experience)	Labourer assisting any other tradesperson	Roof layer (malthoid or similar material)
Assistant powder monkey	Crane hand	Mixer driver (concrete)	Jackhammer person
Assistant rigger	Crane chaser	Plasterer's labourer	Concrete formwork Stripper
Bricklayer's labourer	Dump cart operator	Under pinner	Labourer
Cement gun operator	Gantry hand	Steel or bar bender to pattern or plan	Trades labourer
Concrete cutting or drilling machine operator	Gear hand	Aluminium alloy structural erector	Concrete gang, including concrete floater

### Building worker level 2 (BW2)

- A **Building worker level 2 (BW2)** works under limited supervision in one or more aspects of building and/or construction activities in the local government industry and will:
  - have completed in accordance with recognised prior learning principles a construction skills test equivalent to the required competency standards; or
  - have completed relevant structured training equivalent to the required competency standards.

- Skills and duties

An employee at this level:

- may be part of a self-directed work area team (WAT);
- may be responsible for the supervision of one or more employees working at BW1 level;
- can interpret plans and drawings relevant to their functions;
- assists with the provision of on-the-job training;
- assumes responsibility for allocating tasks within a WAT within the area of the employee's skills, competence and training;
- has some responsibility for the order and purchase of materials within defined parameters;
- is able to sequence functions relevant to the employee's WAT; and
- applies quality control techniques to the employee's own work and that of other employees within the WAT.

- Indicative tasks

Indicative tasks that an employee may perform at this level include the following:

- calculates safe loads and stress factors;
- measures accurately using specialised equipment;
- non-trade's maintenance of relevant plant and equipment;
- anticipates and plans for constant changes to the work environment.

- The BW2 classification incorporates the following (traditionally used) job titles/positions:

Certified scaffolder	Foundation shafts worker	Rigger	Dog person	Powder monkey
Concrete finisher	Hoist or winch driver	Steel fixer	Tack welder	

### Building tradesperson level 1 (BT 1)

- A **Building tradesperson level 1 (BT1)** works individually or in a team environment in a building trade applying in the local government industry and will:
  - have successfully completed a relevant trade apprenticeship or its AQF equivalent, or
  - have successfully completed, in accordance with recognised prior learning principles, a competency assessment for this level.

- Skills and duties

An employee at this level demonstrates:

- understanding of quality control techniques;
- ability to inspect products and/or materials for conformity with established standards;
- good interpersonal communications skills;
- ability to work in a safe manner so as not to cause self injury or injury to others;
- ability to exercise discretion and utilise basic fault-finding skills in the cause of their work;
- ability to work under general supervision either individually or in a team environment; and
- ability to instruct apprentices in the correct performance of work.

- Indicative tasks

Indicative tasks that an employee may perform at this level include the following:

- trade skills associated with a relevant certificated trade;
- non-trade tasks incidental to their work;
- informal on-the-job guidance to a limited degree;
- instruction of apprentices in the correct performance of trade-related skills.

- The BT1 classification incorporates, but is not limited to, the following (traditionally used) job titled/positions:

Bricklayer	Machinist	Sandblaster	Licensed Drainer	Joiner	Tiler
Carpenter	Mason	Shopfitter	Water proofer	Plumber	Glazier
Floor specialist	Painter	Signwriter	Plasterer		

### Building tradesperson level 2 (BT 2)

- A **Building tradesperson level 2 (BT2)** will:
  - have successfully completed an additional 12 points of relevant structured training from another trade or post-trade in addition to the requirements of a BT1, or
  - have successfully completed, in accordance with recognised prior learning principles, a competency assessment for this level.
- The above additional training requirements above BT1 may be obtained in relation to a range of skills including, but not limited to, trade skills in comparable trades other than that in which they are primarily employed which would allow an employee to perform a range of duties across trades as required by an employer.

- In order to be classified at this level a tradesperson may be required to establish they have undertaken the necessary training (either on or off-the-job) or has the necessary experience and is competent to perform the duties involved as well as meet existing licensing requirements, where applicable.
- A BT2 includes a Licensed Plumber registered in accordance with Queensland Legislation or a Plumber or Licensed Drainer whose duties require that they have an additional 12 points of training beyond their own trade classification at BT1.
- Skills and duties

An employee at this level:

- performs work to the extent of their skills, competence and training; and
- will have completed the required training; or
- will have the equivalent skills gained through work experience in accordance with the prescribed standards for this level.

A BT2 works above and beyond a BT1 and to the level of their training:

- exercises skills gained through satisfactory completion of the training prescribed for this level or through satisfactory completion of a skills assessment for this level;
- exercises discretion within the scope of this level;
- works under general supervision either individually or in a team environment;
- understands and implements quality control techniques;
- provides guidance and assistance as part of a work team;
- works in a safe manner so as not to injure themselves or other employees; and
- exercises trade skills relevant to the requirements of the enterprise at a level higher than an employee at BT1.

- Indicative tasks

The following indicative tasks, which an employee at this level may perform, are subject to the employee having appropriate trade and post-trade training or experience to enable the employee to perform the particular indicative tasks:

- assists in the provision of on-the-job training in conjunction with other tradespersons and supervisors;
- operates and maintains a wide range of complex machines or equipment in the workplace;
- ability to apply relevant legislation to the work of self and others;
- ability to carry out any other tasks as directed in accordance with their level of skill training; and
- utilises trade skills not related to the employee's designated core trade.

### **Building tradesperson level 3 (BT 3)**

- A **Building tradesperson level 3 (BT3)** will:
  - have successfully completed an additional 12 points of relevant structured training from another trade or post-trade in addition to the requirements of a BT2, or
  - have successfully completed, in accordance with recognised prior learning principles, a competency assessment for this level.
- The above training requirements may be obtained in relation to a range of skills in comparable trades other than that in which they are primarily employed, which would allow an employee to perform a range of duties across trades as required by an employer.

- In order to be classified at this level a tradesperson may be required to establish they have undertaken the necessary training (either on or off-the-job) or has the necessary experience and is competent to perform the duties involved as well as meet existing licensing requirements, where applicable.
- A BT3 includes a Plumber, Licensed Plumber or Licensed Drainer whose duties require them to have an additional 12 points of training beyond their own trade classification at level BT2.
- Skills and duties
  - An employee at this level performs work to the extent of their skills, competence and training and will have:
    - completed the required training; or
    - gained the equivalent skills through work experience in accordance with the prescribed standards for this level.
  - A BT3 works above and beyond a BT2 and to the level of their training:
    - exercises the skills attained through satisfactory completion of the training and standard prescribed for this classification;
    - provides guidance and assistance as part of a work team;
    - assists in the provision of training in conjunction with supervisors and trainers;
    - understands and implements quality control techniques and is responsible for the quality of their work and is able to identify faults in the work of others at this or lower levels;
    - works in a safe manner so as not to injure themselves or other employees;
    - is able to identify hazards and unsafe work practices which may affect others in the team environment;
    - exercises excellent interpersonal skills;
    - performs work under limited supervision either individually or in a team environment; and
    - exercises discretion within their level of skill.
- Indicative tasks

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

- exercises high precision trade skills using various materials and/or specialised techniques;
- utilises additional trade licences;
- utilises post-trade skills;
- utilises trade skills not related to the employee's designated core trade; and
- performs tasks on a CAD/CAM terminal in the performance of routine modifications.

## **Division 2 - Section 1 - Schedule 2 (Procedures for classification and reclassification of building trades employees)**

### **Re-classification**

- In seeking upward reclassification, employees will be required to demonstrate that they meet the full requirements of the specific skill level in accordance with the criteria outlined in this Section and are required to carry out the duties at that level.
- The employer may instruct an employee not to exercise competencies that they possess. In such a case, an employee cannot seek reclassification for possessing such competencies.

### **Progression through the trade classification structure**

- Upward progression for tradespersons through the classification structure will be facilitated through the process of re-classification. Employees will be provided the opportunity to be re-classified as they develop skills and appropriate to the requirements of the employer.
- Progression through the classification structure can be achieved by the following processes:
  - All trade employees shall commence at the 100% classification level. To achieve this level, the employee must hold an existing AQF Level 3 trade certificate, or have been assessed as competent in all core and the minimum number of elective competencies for the designated trade.
  - Acquisition of 12 "points" from outside their own trade at the Certificate 3 level or higher, in addition to the requirements of the employees' current level. This is equivalent to 120 nominal hours of accredited training. The acquisition of 12 points will result in the employee advancing one level higher than their current classification level. The employee shall advance one level for each 12 points acquired up to BT3 level.
  - Acquisition of 12 "points" of specialist post trade competencies in the employees own trade at AQF level 4 or higher (including specific licenses and endorsements for plumbers provided in the classification structure), in addition to the requirements of the employees' current level. This is equivalent to 120 nominal hours of accredited training. The acquisition of 12 points will result in the employee advancing one level higher than their current classification level. The employee shall advance one level for each 12 points acquired up to BT3 level.
  - The assessed competencies must be relevant to the work being performed and required by the employer.
  - Competencies may be drawn from other trade qualifications.

### **Classification Disputes Procedure**

- It is recognised that from time to time disputes may arise as to the proper classification of a position or job to be filled by an employee. In the event that a dispute as to the proper classification or reclassification of a position or job does arise the dispute settlement procedure contained in clause 7.1 of Division 1 shall apply.
- The parties to the dispute may call upon people/organisations with technical/educational expertise (such as Construction Skills Queensland or any successor organisation) and any other persons they believe would assist in the resolution of the dispute.



- In any case, in determining the appropriate classification of a position or job to be filled by an employee, an employer will pay full regard to:
  - the nature and skill requirements of the position to be filled;
  - the skill level and certification of the employee;
  - the experience and qualifications of the employee;
  - relevant indicative tasks nominated in this new structure; and/or
  - fields of work against which an employee is accredited.
- Appropriate procedures will be established for testing the validity of an employee's claim for reclassification.

#### **Formal recognition of skills:**

- Formal recognition of skills shall occur through either a skills assessment conducted in accordance with RPL principles, or through the acquisition of a statement of attainment issued by a Registered Training Organisation
- Where it is identified that trade employees are required to use skills that are beyond the scope of their designated core trade, the employer shall ensure that a skills assessment is conducted to accurately determine the employees' competence in those skills so that the extra skills required can be formally recognised for the purpose of reclassification.
- The employer shall be responsible for any costs associated with the skills assessment process. Results of skills assessments shall remain the property of the employee. Employees shall provide the results of skills assessments to the employer as required.

#### **Multi skilling**

- Multi-skilling facilitates employees working in non-traditional work areas and requires trades staff to perform duties and use skills that are not a part of their designated core trade. Higher skill levels may be beneficial to business operation and it is acknowledged employees should be remunerated according to the skills they are required to use. The reclassification process provides for wage levels to be determined according to skill levels with higher wages available to employees who are required to have and use the necessary competencies.
- Employees who wish to progress through the classification structure may be required to up-skill and or cross-skill to meet the requirements of higher classification levels. Skills may be acquired from a variety of occupational areas. The business needs of the enterprise shall determine the skills required beyond the scope of the existing trade qualifications.
- Upon request by the employee, existing trade skills used by an employee and required by the employer that are not part of the employee's designated trade, shall be identified, acknowledged, assessed, and counted towards a reclassification outcome.
- Wherever possible registered competencies existing within the AQF shall be used as a benchmark for the assessment of vocational skills.

## Division 2 - Section 2

# Engineering and Electrical/Electronic Services

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## **PART 1 - Title and Operation**

### **1. Title**

See clause 1 of Division 1.

### **2. Operation**

See clause 2 of Division 1 - Provisions with common application.

### **3. Definitions and interpretation**

(a) Definitions with common application are contained in clause 3 of Division 1.

(b) In this Section, unless the context otherwise requires:

**afternoon shift** means any shift finishing after 1800 and at or before 2400 or where the majority of hours fall between those hours

**continuous shift worker** means a person who works continuous shift work

**junior** means an employee under 20 years of age other than an apprentice or a trainee as defined in the *Further Education and Training Act 2014*, engaged in any non-trade calling to which this Award applies

**night shift** means any shift finishing subsequent to 0000 and at or before 0800 or where the majority of hours fall between those hours

**union** means the following industrial organisations of employees in accordance with their callings:

- Automotive, Metals, Engineering, Printing and Kindred Industries Industrial Union of Employees, Queensland;
- Construction, Forestry, Mining & Energy, Industrial Union of Employees, Queensland;
- The Electrical Trades Union of Employees Queensland; or
- The Australian Workers' Union of Employees, Queensland

### **4. Coverage**

(a) See clause 4 of Division 1 - Provisions with common application.

(b) This Section covers local government employees engaged in the delivery of engineering or electrical/electronic services.

### **5. Queensland Employment Standards and this Award**

See clause 5 of Division 1 - Provisions with common application.

### **6. Enterprise flexibility and facilitative award provisions**

See clause 6 of Division 1 - Provisions with common application.

## **PART 2 - Dispute Resolution**

### **7. Dispute resolution**

See clause 7 of Division 1 - Provisions with common application.

## **PART 3 - Types of Employment, Consultation and Termination of Employment**

### **8. Types of employment**

- (a) See clause 8 of Division 1 - Provisions with common application. In addition to the provisions with common application the provisions at clause 8(b) and clauses 8.1 to 8.3.1 below also apply.
- (b) An engineering or electrical/electronics services employee may be employed on a full-time, part-time or casual basis. Every employee shall be advised of the basis of their employment in writing upon appointment.

#### **8.1 Full-time employment**

A full-time engineering or electrical/electronics services employee is one who is engaged to work an average of 38 ordinary hours per week.

#### **8.2 Part-time employment**

- (a) A part-time engineering or electrical/electronics services employee is an employee who:
  - (i) is engaged to work a regular pattern of ordinary hours each week or fortnight which are less than the ordinary hours worked by an equivalent full-time employee; and
  - (ii) receives, on a *pro rata* basis, the same salary and conditions of employment to those of an equivalent full-time employee who performs the same kind of work.
- (b) For each ordinary hour worked a part-time employee shall be paid no less than 1/38th of the minimum weekly rate of pay for their classification.
- (c) Before commencing part-time employment, the employee and employer must agree in writing:
  - (i) the number of ordinary hours to be worked by the employee;
  - (ii) the days upon which ordinary hours will be worked; and
  - (iii) the usual daily starting and finishing times.
- (d) The terms agreed in clause 8.2(c) may be varied by mutual agreement and any variation must be recorded in writing.
- (b) By mutual agreement with their employer, a part-time employee may elect and record in writing, to work additional ordinary hours above their regular hours, up to and including full-time equivalent hours. The additional hour so worked are to be taken into account in the *pro rata* calculation of all leave and other entitlements.
  - (i) Any additional ordinary hours are to be treated as follows:
    - (A) day workers - additional hours worked within the spread of ordinary hours prescribed in clause 15.3 are to be paid for at the ordinary hourly rate;

- (B) shift workers - to be paid for at the ordinary hourly rate, plus the applicable shift allowance.

### 8.3 Casual employment

- (a) (i) A casual engineering or electrical/electronics services employee is an employee who is engaged and paid as such.
- (ii) A casual employee cannot be employed to work more ordinary hours than are worked by an equivalent full-time employee each week or fortnight, as the case may be.
- (b) For each ordinary hour worked a casual employee shall be paid no less than 1/38th of the minimum weekly rate of pay for their classification plus a casual loading of 23%. This loading is not an all purpose payment.
- (c) Each casual engagement stands alone with a minimum payment as for 3 hours' work.
- (d) Except where otherwise provided, a casual employee is entitled to receive, on a *pro rata* basis, the same pay and conditions of employment, other than leave entitlements, to those of an equivalent full-time employee who performs the same kind of work.
- (e) The casual loading of 23% is paid instead of annual leave, paid personal/carer's leave, notice of termination, redundancy benefits and the other attributes of full-time or part-time employment.
- (f) The long service leave entitlement of casual employees is recorded in clause 22.
- (g) Clause 8.3.1 in this Section contains provisions about conversion from casual employment to full-time or part-time employment.

#### 8.3.1 Conversion of casual employment

- (a) (i) A casual engineering or electrical/electronics services employee, other than an irregular casual employee as defined below, who has been engaged by a particular employer on a regular and systematic basis and for several periods of employment under this Award during a period of six months shall thereafter have the right to elect to have the employee's contract of employment converted to full-time employment or part-time employment if the employment is to continue beyond the conversion process.
- (ii) **irregular casual employee** means one who has been engaged to perform work on an occasional or non-systematic or irregular basis
- (iii) The provisions of clause 8.3.1 do not apply to irregular casual employees.
- (b) Every employer of such an employee shall give the employee notice in writing of the provisions of clause 8.3.1 within four weeks of the employee having attained such period of six months.
- (c) The employee retains the employee's right of election under clause 8.3.1 if the employer fails to comply with clause 8.3.1(b).
- (d) Any such casual employee who does not within four weeks of receiving written notice elect to convert the employee's contract of employment to a full-time employment or a part-time employment will be deemed to have elected against any such conversion.
- (e) Any casual employee who has a right to elect under clause 8.3.1(a), upon receiving notice under clause 8.3.1(b) or after the expiry of the time for giving such notice, may give four weeks' notice in writing to the employer that the employee seeks to elect to convert the employee's contract of

employment to full-time or part-time employment, and within four weeks of receiving such notice the employer shall consent to or refuse the election but shall not unreasonably so refuse. Any dispute about a refusal of an election to convert a contract of employment shall be dealt with as far as practicable with expedition through the grievance procedure.

- (f) Once a casual employee has elected to become and been converted to a full-time employee or a part-time employee, the employee may only revert to casual employment by written agreement with the employer.
- (g) (i) If a casual employee has elected to have the employee's contract of employment converted to full-time or part-time employment in accordance with clause 8.3.1(e), the employer and employee shall discuss and agree upon:
  - (A) which form of employment the employee will convert to, that is, full-time or part-time; and
  - (B) if it is agreed that the employee will become a part-time employee, the number of hours and the pattern of hours that will be worked, as set out in clause 8.3 of this Section.
- (ii) An employee who has worked on a full-time basis throughout the period of casual employment has the right to elect to convert the employee's contract of employment to full-time employment and an employee who has worked on a part-time basis during the period of casual employment has the right to elect to convert the employee's contract of employment to part-time employment, on the basis of the same number of hours and times of work as previously worked, unless other arrangements are agreed upon between the employer and employee.
- (iii) Following such agreement being reached, the employee shall convert to full-time or part-time employment.
- (iv) Where, in accordance with clause 8.3.1(e) an employer refuses an election to convert, the reasons for doing so shall be fully stated to and discussed with the employee concerned and a genuine attempt made to reach agreement.
- (v) Any dispute about the arrangements to apply to an employee converting from casual employment to full-time or part-time employment shall be dealt with as far as practicable with expedition through the grievance procedure.
- (h) By agreement between the employer and the majority of the employees in the relevant workplace, or section of it, or with the casual employee concerned, the employer may apply clause 8.3.1(a) as if the reference to six months is a reference to 12 months, but only in respect of a currently engaged individual employee or group of employees. Any such agreement shall be recorded in the time and wages records. Any such agreement reached with an individual employee may only be reached within the two months prior to the end of the period of six months referred to in clause 8.3.1(a).
- (i) An employer when engaging a person for casual employment must inform the employee then and there that the employee is to be employed as a casual, stating by whom the employee is employed, the job to be performed and the classification level, the actual or likely number of hours required, and the relevant rate of pay.
- (j) The employer shall give to a casual employee who has been engaged for one or more periods of employment extending over three or more weeks in any calendar month, and whose employment is or is likely to be ongoing, a notice in writing signed by or on behalf of the employer stating:
  - (i) the name and address of the employer;

- (ii) if the employee has been engaged by the employer to perform work on hire to another person or company or is regularly engaged to perform work on hire to other persons or companies, a statement to that effect;
  - (iii) the job to be performed and the classification level on which the employee has been or is likely to be engaged;
  - (iv) as far as practicable, the terms of the current engagement, including the likely number and likely pattern of hours required to be worked, the base hourly rate upon which the casual loading is calculated, the casual loading and the total casual rate; and
  - (v) the contingency on which the engagement expires, or the notice, if any, that will be given to terminate any ongoing employment.
- (k) It shall be sufficient compliance with clause 8.3.1(j) if the employer gives such a note in writing upon or following the first occasion on which the casual employee has been so engaged for a period or periods extending over three or more weeks in any calendar month.

## 9. Termination of employment

See clause 9 of Division 1 - Provisions with common application.

## 10. Redundancy

See clause 10 of Division 1 - Provisions with common application.

## 11. Consultation - Introduction of changes

See clause 11 of Division 1 - Provisions with common application.

# PART 4 – Minimum Wage and Salary Levels, Allowances and Related Matters

*(Note: The wage rates and salary levels prescribed in this Award do not apply to employees to whom the provisions of Schedule 2 in Division 1 (Supported Wage System) apply.)*

## 12. Classifications and minimum wage and salary levels

See clause 12 of Division 1 - Provisions with common application. In addition to the provisions with common application the provisions at clauses 12.1 to 12.4 below also apply.

### 12.1 Minimum wage levels

Employees covered by this Section are to be classified into an appropriate classification and level in accordance with the classification structure set out in Schedule 1 of this Section with minimum wage and salary levels for employees 20 years of age and above to be as set out in the table below:

Classification	Award Rate <sup>1</sup> Per Week \$ <sup>2</sup>
C14	734.00
C13	734.00
C12	755.50
C11	777.50
C10	808.50



Classification	Award Rate <sup>1</sup> Per Week \$ <sup>2</sup>
C9	830.00
C8	854.00
C7	876.50
C6	925.00
C5	950.50
C4	975.00
C3	1,024.00
C2(a)	1,049.00
C2(b)	1,093.00

*Notes:*

<sup>1</sup> Includes the arbitrated wage adjustment payable under the 1 September 2016 Declaration of General Ruling.

<sup>2</sup> Rounded to the nearest \$0.50.

## 12.2 Classification and reclassification of employees

The procedures for classifying and reclassifying employees covered by this Section are contained in Schedule 2 of this Section.

## 12.3 Phasing in of wage levels

Provisions for the phasing in of wage levels of employees covered by this Section without relevant work experience or qualifications are provided in Schedule 3 of this Section.

## 12.4 Junior rates

- (a) The minimum rate of wages for junior employees shall be the following percentage of the rate prescribed for the C12 level:

Age of employee	% of C12 Award rate
under 17 years of age	55
17 and under 18 years of age	65
18 and under 19 years of age	75
19 and under 20 years of age	85
20 years of age and over	100

- (b) Junior rates shall be calculated to the nearest \$0.10.

## 13. Allowances

- (a) In addition to the allowances prescribed in clause 13 of Division 1 - Provisions with common application, clauses 13(b) to (d) and clauses 13.1 to 13.27 below also apply to employees covered by this Section.
- (b) The allowances prescribed in clause 13 shall be paid irrespective of the times at which work is performed and, unless specifically provided, shall not be subject to any premium or penalty.
- (c) Except where as otherwise prescribed, where more than one of the disabilities appearing in clause 13 is present on a job, an employee shall receive payment for each disability.

- (d) Subject to clause 13(c) and unless otherwise specified, where more than one of the conditions in clauses 13.7 (electrical labourers' allowances), 13.19 (repair work allowance), 13.20 (rubbing allowance), 13.22 (special material handling allowance), 13.23 (special substances allowances) and 13.24 (special tool using allowance) are met the allowance is payable in respect of each condition so met.

For example: if an employee is required to use both a chainsaw and an explosive powered tool in the same day, they are to receive the allowance set out in clause 13.24 (special tool using allowance) for each of the two tools used in that day.

### **13.1 Cleaning flues allowance**

An employee engaged in cleaning flues, when required to work inside such flue, shall be paid an additional \$3.89 per day.

### **13.2 Cold chamber allowance**

An engine driver in charge of refrigeration plants, except plants under the capacity of 3 tonnes per day, who go into cold chambers shall be paid an additional \$0.48 per hour for the actual time so engaged.

### **13.3 Confined space**

An employee required to work in a place that the dimension or nature of which necessitates working in a stooped or otherwise cramped position and/or without sufficient ventilation shall be paid an additional \$0.82 per hour for the actual time so engaged.

### **13.4 Construction/on site allowance**

- (a) Except as provided elsewhere in this Award, an employee working on building construction work (as defined in clause 13.4(b)(i)); or reconstruction, alteration, repair and/or maintenance work (as defined in clause 13.4(b)(ii)), shall be paid an allowance at the rate of \$29.70 per week, for all purposes of this Award, to compensate for the following disabilities:

- (i) climatic conditions when working in the open on all types of work;
- (ii) the physical disadvantages of having to climb stairs or ladders;
- (iii) dust blowing in the wind on building sites;
- (iv) sloppy and muddy conditions associated with the initial stages of the erection of the building;
- (v) dirty conditions caused by the use of foam oil or from green timber;
- (vi) the disability of working on all types of scaffolds other than a single plank swing scaffold or a bosun's chair;
- (vii) the lack of the usual amenities associated with factory work (e.g. recreational facilities, sanitary convenience etc.);
- (viii) drippings from newly poured concrete;
- (ix) all other present disabilities not specifically compensated or allowed for by any other provisions of this Section.

- (b) For the purposes of this clause:

- (i) **building construction work** shall mean the construction of new buildings, the construction of additions to existing buildings and necessary alteration of existing buildings to make them conform to any new additions, and the demolition of buildings and shall be deemed to include all electrical work carried out during such work;
- (ii) **reconstruction, alteration, repair and/or maintenance work** shall mean and include all work including electrical work performed on site on the reconstruction, alteration, repair and/or maintenance of wharves, jetties, piers, bridges, overpasses, underpasses, and incidental concrete work, pipelines, water storage towers, sewerage construction work, dams, barrages, weirs, or similar structures, culverts, box culverts, kerbing, channelling, roads, traffic islands and concrete ornamental lakes and land reclamation. This definition shall not, in relation to dams, weirs and barrages, include the following classes of work:
  - (A) operation of the dam, weir or barrage;
  - (B) construction or maintenance of tourist facilities;
  - (C) gardening, grasscutting or other agricultural operations.
- (c) Employees working "on site" on structures which are primarily civil or mechanical engineering structures or installations, such as wharves, jetties, piers, bridges, overpasses, underpasses and incidental concrete work, pipelines, water storage towers, sewerage construction work, dams, barrages, weirs or similar structures, construction of culverts, box culverts, kerbing, channelling, roads, traffic islands and concrete ornamental lakes and land reclamation and/or land clearing associated with estate development and building construction, shall be paid the allowance as provided in clause 13.4(a) and shall be subject to the same proviso as contained in clause 13.4(d).
- (d) Where a separate "on site" or construction allowance applies on a particular project, the allowance of \$29.70 per week prescribed in clause 13.4(a) shall be in substitution except where such allowance exceeds \$29.70 when the higher amount shall be paid. Such allowance shall form part of the weekly wage in the calculation of overtime payments, annual leave pay, public holiday pay, sick pay and long service leave pay.
- (e) Employees receiving payment pursuant to clause 13.4 shall not be entitled to any payment dealing with dirty work (clause 13.5) or repair of unclean vehicles work (clause 13.19(b)).

### **13.5 Dirty work allowance**

- (a) Subject to clause 13.5(b) an employee engaged on unusually dirty work to which no other allowance applies shall be paid an additional \$0.61 per hour for the actual time so engaged.
- (b) Clause 13.5 does not apply if the employee is in receipt of the construction/on site allowance (clause 13.4), the allowance for firing boilers (clause 13.8) or the allowance for manufacturing second hand articles (clause 13.21).
- (c) Dirty work conditions may be found in the following places:

dismantling machinery, engine rooms, boilers, cyaniding, chlorinating, all dry crushing and grinding plants, sanitary works, artificial manure works, at pit top, all work done in lift shafts, all electrically driven vehicles that have been in use, all work performed between ceilings and roofs in buildings that have been in use, in using tar or bitumen, or where tar or bitumen has been used and is not dry and in overhauling and/or repairing transformers where the employee's clothing becomes soiled with oil, and other work which is of an unusually dirty or offensive nature.

### **13.6 Divisional and District parities**

See clause 13.1 of Division 1 - Provisions with common application.

### 13.7 Electrical labourers' allowances

An electrical labourer required to work on the undermentioned task/s shall be paid the additional allowances prescribed whilst engaged on such work:

- (a) on hammer and drill work - \$4.20 per day;
- (b) as a jack-hammer worker - \$4.20 per day;
- (c) as a jumper worker on gads and moils - \$4.20 per day;
- (d) in the pole lifting gang - \$4.20 per day;
- (e) as a tool dresser - \$6.35 per day; or
- (f) mixing or depositing wet concrete or mixing compo for bricklayers or plasterers - \$0.65 per day.

### 13.8 Firing boilers allowance

An Engineering/Electrical trades employee required to fire boilers with fuel other than coal, coke or corkwood, fuel oil, tar or gas, shall be paid an additional \$2.76 per day while using such fuel.

### 13.9 First-aid allowance

- (a) Where an employer appoints an employee who holds an appropriate first-aid certificate as a first-aid attendant the employee shall be paid an additional \$16.40 per week in which the employee works three days or more.
- (b) This allowance shall be treated as part of the ordinary rate of pay for the purposes of annual leave (but not loading on leave), sick leave, long service leave and all other paid leave.

### 13.10 Height allowance

- (a) An employee required to perform work at a height from 15.25 to 22.87 metres from the ground or low water level or nearest horizontal plane shall be paid at the rate of \$15.35 per week extra for the actual time so engaged.
- (b) An employee required to perform work at a height over 22.87 metres from the ground or low water level or nearest horizontal plane shall be paid at the rate of \$24.05 per week extra for the actual time so engaged.

### 13.11 Hot and cold work allowance

Where an employee is required to work for more than one hour continuously in places where the temperature is raised by artificial means to 45 degrees Celsius or more or is below 0 degrees Celsius they shall be paid an additional \$0.82 per hour for the actual time so engaged.

### 13.12 Leading hand allowance

- (a) An employee occupying the position of leading hand shall be paid the following additional rates per day:

	<b>Per day</b>
	<b>\$</b>
• In charge of less than 10 employees	7.17
• In charge of 10 but less than 20 employees	10.75
• In charge of 20 or more employees	14.13

- (b) For the purposes of clause 13.12(a) the leading hand shall be reckoned as one of the employees.
- (c) Leading hand allowances shall be taken into consideration in the computation of overtime, payment for annual leave, sick leave, public holidays, weekend work, etc.

### 13.13 Live sewer work

- (a) Subject to clause 13.13(c) a tradesperson and their assistant engaged on live sewer work shall be paid at the rate of time and one-half for such work.
- (b) For the purpose of this clause **live sewer work** shall mean work carried out in situations where there is direct aerial connection with a sewer through which sewerage is flowing. The term shall include mechanical and electrical equipment installed in association with any such sewer or sewerage pumping station or treatment works, but shall not apply to routine maintenance which does not require the dismantling of pumps etc. The term shall also include a minimum payment of one hour for work on pumps after removal from a pumping station or treatment works for cleaning or stripping.
- (c) Where aerial connection with a sewer is blocked by a disc plug, valve, water seal or other means, the live sewer rate shall not apply.
- (d)
  - (i) An employee who is on any day required to carry out work in connection with the release of blockages in sewerage lines and connections (including pumps) shall be paid not less than 4 hours at time and one-half during ordinary hours or at the appropriate rate for overtime.
  - (ii) All time involved in travelling to and from such operations shall be deemed to be time worked for this purpose.
  - (iii) The construction, reconstruction, alterations repair and/or maintenance work allowance in clause 13.4 of this Section shall not apply when employees are engaged on live sewer work.

### 13.14 Marker-off allowance

- (a) An Engineering/Electrical trades employee whilst occupying the position of a marker-off shall be paid an additional \$3.89 per day.
- (b) The additional payment at clause 13.14(a) for a maker-off is an 'all purpose' payment and shall be taken into consideration in the computation of overtime, payment for annual leave, sick leave, public holidays, weekend work etc.

### 13.15 Motor vehicles drawing trailers

- (a) Where an employee is required to drive a motor vehicle to which a trailer is attached they shall be paid an additional \$3.07 per day.
- (b) Not more than one trailer shall be attached and drawn at any one time.
- (c) The additional payment prescribed shall not apply to employees driving articulated vehicles or machinery floats and/or low loaders.
- (d) The allowance shall apply only in respect of the drawing of trailers having a loading capacity in excess of 0.5 tonnes.
- (e) The term **trailer** does not include:
  - caravans;

- compressors;
- concrete mixers; and
- welding plants.

### **13.16 Overtime meal allowances and meal breaks**

- (a) An employee, other than an employee living in camp, who is required to continue work after the usual ceasing time for more than one and one-half hours shall be supplied with a reasonable meal at the employer's expense or be paid a meal allowance of \$12.35 in lieu thereof.
- (b) If the employee continues to work overtime after the one and one-half hours overtime referred to in clause 13.16(a), the employee shall after the completion of each further 4 hours' overtime worked be supplied with an additional meal at the employer's expense or be paid \$12.35 in lieu thereof.
- (c) When an employee has provided themselves with a customary meal or meals because of receipt of notice of intention to work overtime the employee shall be entitled to an allowance of \$12.35 for each meal so provided in the event of the work not being performed, or ceasing before the respective meal times.
- (d) Where overtime is to be worked immediately after the completion of ordinary work on a day or shift and the period of overtime is to be more than one and one-half hours, an employee is entitled to commence a paid crib break of 30 minutes, to be paid at the ordinary time rate, within one and one-half hours of ceasing such ordinary time work.
- (e) An employee working overtime must be allowed a crib break of 30 minutes, without deduction of pay, after each further 4 hours of overtime worked after the first one and one-half hours of overtime referred to in clause 13.16(d), if the employee is to continue work after such break.
- (f) An employee who is required to return or come in to the workplace to perform overtime on any of the employee's ordinary working days (other than on a public holiday) but which work does not continue after the ordinary ceasing time, shall be entitled to a 30 minute crib break, without deduction of pay, after the completion of each 4 hours of overtime worked.
- (g) An employee who is required to report to work to perform overtime of more than 2 hours, but less than 4 hours, prior to the ordinary starting time shall be allowed a 30 minute paid crib break at the ordinary starting time which shall be paid at ordinary rates.
- (h) Where a day worker is required to work overtime on any scheduled day off, rostered day off or public holiday outside the scope of that covered by clause 13.16(d), (e) or (f) such employee shall be entitled to:
  - (i) where in excess of 6 hours overtime is to be worked, an unpaid meal break of no less than 30 minutes and not more than 60 minutes not later than 6 hours after the commencement of duty;
  - (ii) where in excess of 9 ½ hours overtime is to be worked (including overtime referred to in clause 13.16(h)(i)) a further 30 minute crib break, without deduction of pay; and
  - (iii) a further 30 minute crib break, without deduction of pay, for each further 4 hours worked where such overtime is to continue beyond the respective 4 hour period.
- (i) An employer and an employee may agree to any variation of clause 13.16(h) to meet the circumstances of the work in hand. However, the employer is not required to make any payment in excess of or less than what would otherwise be required under clause 13.16(h).

### **13.17 Painters labourers wages**

A painter's labourer engaged on any class of varnishing or finishing work shall be paid for the whole day at the rate of level C10 prescribed in clause 12.1 of this Section.

### **13.18 Painting poles allowance**

An employee engaged in painting electric tramway or electric light poles shall be paid the rates prescribed for a painter in Section 1 of Division 2.

### **13.19 Repair work allowance**

- (a) A boilermaker and any assistant engaged in repairs and alterations to old work only, notwithstanding that new material may have to be used for the purpose, shall be paid an additional \$0.82 per hour for actual time so engaged, but nothing extra shall be claimed for dirty work.
- (b) Subject to clause 13.19(c) an employee employed on:
  - (i) the repair of the bodies of vehicles used as sanitary or rubbish vehicles or to transport tar and bitumen where such vehicles have not been thoroughly cleaned down immediately before work on such repairs is commenced; or
  - (ii) the repairs of floors and undergear of trams and buses,shall be paid an additional \$0.61 per hour for the actual time so engaged.
- (c) An employee in receipt of the construction/on site allowance (clause 13.2) shall not be entitled to the allowance prescribed in clause 13.19(b).

### **13.20 Rubbing allowance**

A painter's labourer engaged in rubbing will receive allowances as follows for the actual time so engaged:

- (a) wet rubbing - an additional \$0.64 per hour; and
- (b) using a compound and/or polish for rubbing bodies or any portion of a car after it has been sprayed with pyroxylin enamel - an additional \$0.37 per hour.

### **13.21 Second hand articles allowance**

Any employee engaged in the manufacture of any domestic article manufactured from any article already made up shall be paid 20% in addition to their ordinary rate of pay.

### **13.22 Special material handling allowances**

An employee engaged in the undermentioned task/s shall be paid the additional allowances prescribed whilst engaged on such work:

- (a) electrical labourers mixing concrete - \$0.65 per hour;
- (b) loading or unloading not less than 6 bags of lime and/or cement - \$0.65 per hour; or
- (c) handling loose slag wool, loose insulwool, or other loose material of a like nature, used in the construction, repair, or demolition of roofing, flooring, walls or partitions, for providing insulation against heat, cold or noise - \$0.45 per hour.

### **13.23 Special substance allowances**

An employee required to work in the following circumstances shall be paid the additional allowances prescribed for the actual time so engaged:

- (a) exposed to the effect of sulphuric acid - \$0.23 with a minimum payment of 4 hours per day;
- (b) using epoxy based materials and materials which include or require the addition of a catalyst hardener and reactive additives or two pack catalyst system - \$0.82 per hour;
- (c) working amongst ammonia or other noxious gas fumes - \$0.82 per hour; or
- (d) in the maintenance, overhaul or repair of storage batteries or erecting second hand pre-used storage batteries - \$5.22 per day.

### **13.24 Special tool using allowance**

An employee required to use the undermentioned tools or equipment shall be paid the additional allowances prescribed whilst engaged on such work:

- (a) chainsaw - \$0.65 per hour;
- (b) explosive powered tools - \$1.70 per day; or
- (c) shot blast or sand blast - \$0.61 per hour.

### **13.25 Tool allowance**

- (a) A tradesperson who is required to supply and use their own tools shall be paid an additional \$20.90 per week.
- (b) The tool allowance prescribed in clause 13.25(a) is not payable while an employee is absent on annual leave.
- (c) A tradesperson shall replace or pay for any tools supplied by their employer which are lost as a result of negligence on the part of the employee.

### **13.26 Work in the rain**

- (a) Where practicable suitable waterproof clothing shall be supplied by the employer to an employee who is required to work in the rain.
- (b) When an employee is required to work in the rain and by so doing gets wet clothing, the employee shall be paid double rates for all time so worked with such payment to continue until the employee finishes work or is able to change into dry clothing, whichever is the earlier.

### **13.27 Adjustment of monetary allowances**

- (a) Other than the expense related allowances at clauses 13.16 (overtime meal allowance), 13.25 (tool allowance) and Divisional and District parities at clause 13.6, respectively, all other monetary allowances specified in clause 13 shall be automatically adjusted from the same date and in the same manner as monetary allowances are adjusted in any State Wage Case decision or other decision of the Commission adjusting minimum wage rates in this Award.
- (b) In addition to the monetary allowances specified in clause 13, the monetary allowances in clauses 15.2(a)(iii) (shift work arrangements) and 34(a) (camp allowance), shall also be adjusted in the same manner and at the same time as prescribed in clause 13.27(a).



- (c) At the time of any adjustment to the wage rates in this Award the expense related allowances at clauses 13.16 (overtime meal allowance), 13.25 (tool allowance), 31(b)(ii) and (c)(ii) (motor vehicle allowance), 32(a)(iii) (accommodation allowance) and 32(e) (motor vehicle allowance), respectively, shall be automatically adjusted by the relevant adjustment factor. The relevant adjustment factor for this purpose is the percentage movement in the applicable index figure most recently published by the Australian Bureau of Statistics since the allowance was last adjusted.
- (d) The applicable index figure is the index figure published by the Australian Bureau of Statistics for the Eight Capitals Consumer Price Index, as follows:

<u>Allowance</u>	<u>Eight Capitals Consumer Price Index</u> <u>(ABS Cat No. 6401.0 - Table 7)</u>
Accommodation allowance <i>(last adjusted 1 September 2015)</i>	Domestic holiday, travel and accommodation sub-group
Motor vehicle allowance <i>(last adjusted 1 September 2014)</i>	Private motoring sub-group
Overtime meal allowance <i>(last adjusted 1 September 2016)</i>	Take-away and fast foods sub-group
Tool allowance and tools insurance value <i>(last adjusted 1 September 2016)</i>	Tools and equipment for house and garden component of the household appliances, utensils and tools sub-group

#### 14. Superannuation

See clause 14 of Division 1 - Provisions with common application.

### PART 5 - Hours of Work and Related Matters

#### 15. Hours of duty

##### 15.1 Ordinary hours of duty

- (a) Except as provided in clauses 15.1(b), (c) and (d), the ordinary hours of duty for all employees covered by this Section, exclusive of meal breaks, shall be an average of 38 hours per week and 7.6 hours per day, with a maximum of 8 hours per day.
- (b) Unless otherwise provided, the ordinary hours of duty of employees are to be worked on a maximum of five days of each week, on one of the following bases as determined by the employer after consultation with the employees concerned:
- (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.
- (c) Notwithstanding the working hours arrangements recorded in clause 15.1(a), an employer and an employee or group of employees may agree that hours of work can exceed 8 hours on any day, to

a maximum of 10 hours, thus enabling more than one rostered day off to be taken during a particular work cycle.

- (d) An employer, a relevant union/s and the majority of employees in the work section or sections concerned may agree for ordinary hours not exceeding twelve on any day to be worked subject to:
  - (i) the employer and the employee concerned being guided by the occupational health and safety provisions of the ACTU Code of Conduct on 12 hour shifts;
  - (ii) proper health monitoring procedures being introduced;
  - (iii) suitable roster arrangements being made; and
  - (iv) proper supervision being provided.
- (e) Different methods of working a 38 hour week may apply to individual employees, groups or sections of employees in each location concerned.
- (f) Rostered day off
  - (i) Where the arrangement of ordinary hours of work provides for a rostered day off, the employer and an individual employee and/or the majority of employees concerned may agree to accrue up to a maximum of five rostered days off. Consent to accrue rostered days off shall not be unreasonably withheld by either party.
  - (ii) Where such agreement has been reached, the accrued rostered days off shall be taken within 12 calendar months of the date on which each rostered day off was accrued.
- (g) Scheduled days off
  - (i) Unless prescribed elsewhere in this Section all employees whose ordinary hours of duty may be worked on days other than Monday to Friday shall be entitled to not less than two consecutive scheduled days off duty each week.
  - (ii) In lieu of two whole days off in each week, an employee may be allowed in each fortnightly period either one scheduled day off in one week and three consecutive scheduled days off in the other week or four consecutive scheduled days off.
  - (iii) Two consecutive scheduled days off, one at the end of one week and one at the beginning of the following week may be counted as meeting the requirements of clause 15.1(g)(i).

## **15.2 Shift work arrangements**

- (a) Employees covered by this Section may be required to perform shift work, subject to the following conditions:
  - (i) no afternoon or night shift shall be recognised as such unless the shift work operation is scheduled for at least four successive working afternoons and/or nights (where shifts in excess of 8 hours are worked) or at least five days (where shifts of 8 hours or less are worked);
  - (ii) where more than one shift of workers is employed they shall be changed if possible in weekly alteration or rotation; and

- (iii) where an employer refuses to allow a changeover rotation of shifts, an employee who works on afternoon or night shift shall be paid \$0.25 an hour in addition to the shift allowance prescribed in clause 15.5(a).
- (b) Such shift work shall be worked in accordance with a roster mutually agreed between the employer and the majority of employees directly affected and/or the employees' representative.

### **15.3 Spread of ordinary hours of duty - day workers**

- (a) The spread of ordinary hours of duty for day workers shall be 0600 to 1800, Monday to Sunday, subject to the following conditions:
  - (i) any arrangement of hours which includes a Saturday or Sunday as ordinary hours shall be subject to agreement between the employer and the employee or the majority of the employees involved;
  - (ii) the spread of hours may be altered by up to one hour at either end of the spread provided there is agreement between the employer and the majority of the employees in the plant or work section or sections involved; and
  - (iii) work performed outside the hours 0600 to 1800 shall be paid at overtime rates but may be deemed to be part of the ordinary hours of work.
- (b) 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.
- (c) 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 starting and finishing work including personal clean up will be in the employee's time, except in cases of very dirty work having been performed in polishing.

### **15.4 Payment for working ordinary hours - day workers**

All ordinary hours of duty performed by a day worker within the ordinary spread of hours prescribed in clause 15.3 shall be paid for as follows:

- (a) Monday to Friday - ordinary time;
- (b) between 0000 and 2400 on a Saturday - time and one-half for the first 3 hours and double time thereafter;
- (c) between 0000 and 2400 on a Sunday - double time; and
- (d) between 0000 and 2400 on a public holiday - at the rate prescribed in clause 23.1.

### **15.5 Payment for working ordinary hours - shift workers**

- (a) All employees who work an afternoon shift or night shift Monday to Friday, inclusive, are to be paid an additional allowance of 15% for all ordinary time worked on such shifts.
- (b) Subject to clause 15.5(c) all ordinary hours of duty worked by a shift worker on a weekend or a public holiday will be paid for as follows:
  - (i) between 0000 and 2400 on a Saturday - time and one-half;
  - (ii) between 0000 and 2400 on a Sunday - time and one-half; and

(iii) between 0000 and 2400 on a public holiday - at the rate prescribed in clause 23.1.

- (c) Where the ordinary night shift commences prior to midnight on Sunday, the time between the commencement of the ordinary night shift and midnight shall not be deemed to be work done on Sunday, and the ordinary night shift rate shall apply.

### **15.6 Time checking**

Any system used by an employer for the purpose of checking or recording their employees' time shall be operated in the employer's time only. This shall not apply to any system of checking employees' entrance to or exit from their place of work.

## **16. Meal breaks**

### **16.1 Meal breaks - day workers**

- (a) Subject to clause 16.1(b), all day workers who work in excess of 5 hours on any day shall be allowed not less than 30 minutes and not more than 60 minutes for an unpaid meal break between the fourth and sixth hours of duty.
- (b) Clause 16.1(a) shall not apply to employees required by reason of their certificate of competency to remain in charge of an engine or boiler.
- (c) Where an employee is directed to work through their normal break the employee shall be paid at the rate of double time for all work so performed until a meal break of the usual duration can be taken or until the employee ceases work for the day.
- (d) Except in cases of emergency, no employee shall be required to work more than 6 hours without a break of the prescribed duration for a meal. This provision shall not apply to employees who are required by legislation to maintain constant vigil over plant or equipment when no relief is available.

### **16.2 Meal breaks - shift workers**

- (a) All shift workers shall be allowed not less than 30 minutes for a paid crib break with such break being taken at a time which maintains the continuity of work.
- (b) Where an employee is directed to work through their normal crib break the employee shall be paid at the rate of double time for all work so performed until a crib break of the usual duration can be taken or until the employee ceases work for the day.
- (c) Except in cases of emergency no employee shall be required to work more than 6 hours without a break of the prescribed duration for a meal. This provision shall not apply to employees who are required by legislation to maintain constant vigil over plant or equipment when no relief is available.

## **17. Rest pauses**

- (a) All employees are entitled to a paid rest pause of 10 minutes duration in the employer's time in the first and second half of the working day, subject to the following:
- (i) a total of 10 minutes for an employee who works for more than 4 hours but less than 6 ordinary hours in any day; or
- (ii) a total of 20 minutes for an employee who works for at least 6 ordinary hours in any day.

- (b) Where there is agreement between the employer and the majority of employees concerned the rest pauses may be combined into one 20 minute rest pause to be taken in the first part of the ordinary working day, with such 20 minute rest pause and the meal break arranged in such a way that the ordinary working day is broken up into three approximately equal working periods. Consent to combine the rest pauses shall not be unreasonably withheld by either party.
- (c) All rest pauses shall be taken at such times as will not interfere with the continuity of work where such continuity is necessary.

## **18. Overtime**

### **18.1 Overtime - general**

- (a) An employer may require an employee to work reasonable overtime and the employee shall work such reasonable overtime as required.
- (b) Each day is to stand by itself when overtime is being computed, except where an employee commences overtime on one day and continues to work such overtime into the next day.

### **18.2 Payment for overtime**

Except as provided elsewhere in this Section:

- (a) All authorised overtime worked by a day worker in excess of their ordinary daily hours of duty or outside their spread of ordinary working hours on any day, Monday to Friday, shall be paid at the rate of time and one-half for the first 3 hours and double time thereafter.
- (b) All authorised overtime worked by a day worker on a Saturday shall be paid at the rate of time and one-half for the first 3 hours and double time thereafter, with a minimum payment as for 3 hours' work.
- (c) All authorised overtime worked by a day worker on a Sunday shall be paid at the rate of double time, with a minimum payment as for 3 hours' work.
- (d) All authorised overtime worked by an employee on a public holiday shall be paid at the rate prescribed in clause 23.1.
- (e) All authorised overtime worked by a shift worker, other than on a public holiday, is to be paid for at the rate of double time.
- (f) Where an employee is required to report for overtime between midnight and 0600 they shall be paid at the rate of double time for all overtime so worked up to the ordinary starting time Monday to Friday and up to 0700 on Saturday.
- (g) The minimum payments provided in clauses 18.2(b) and (c) shall not apply where such overtime is performed immediately preceding or following ordinary hours.

### **18.3 Transport costs following overtime**

When an employee living more than 2 kilometres from the place of work, after having worked overtime or a shift which has not been regularly rostered, finishes work at a time when the customary means of transport is not available and is unable to arrange reasonable alternative means of transport, the employer shall provide the employee with suitable means of transport home or pay such expenses as are reasonably incurred by the employee in travelling to their home.

### **18.4 Recall to duty - generally**

- (a) Subject to clause 18.4(c) and (d), an employee having been recalled to perform duty after leaving the employer's business premises (whether notified before or after leaving the premises) shall be paid for the time worked at the appropriate rate, with a minimum payment as for 4 hours' work for each time so recalled.
- (b) Except in the case of unforeseen circumstances the employee will not be required to work the full 4 hours if the job for which the employee has been recalled is completed within a shorter period.
- (c) The minimum payment prescribed in clause 18.4(a) will not apply:
  - (i) in cases where it is customary for an employee to return to the job site out of hours to perform a specific task; or
  - (ii) where the overtime worked is continuous (subject to prescribed meal breaks) with the completion or commencement of ordinary working hours.
- (d) The provisions of clauses 18.4(a), (b) and (c) do not apply to an employee who is required to report for emergency work, who is entitled to payment for such work from the time of leaving home until they return home from that work, with a minimum payment as for 2 hours work at overtime rates.

### **18.5 Fatigue leave/rest period after overtime**

- (a) An employee who works so much overtime between the termination of ordinary work on one day and the commencement of ordinary work on the next day so that 10 consecutive hours off duty has not occurred shall be released after completion of such overtime until 10 consecutive hours off duty does occur without loss of pay for ordinary working time occurring during such absence.
- (b) If, on the instructions of the employer, an employee resumes or continues ordinary work without having had 10 consecutive hours off duty the employee shall be paid double rates until released from duty and shall then be entitled to be absent until 10 consecutive hours off duty has occurred without loss of pay for ordinary working time occurring during such absence.
- (c) The provisions of clause 18.5 shall apply to shift workers who rotate from one shift to another as if 8 hours were substituted for 10 hours when overtime is worked:
  - (i) for the purposes of changing shift rosters; or
  - (ii) when a shift worker does not report for duty; or
  - (iii) where a shift is worked by arrangement between the employees themselves.
- (d) Clause 18.5 does not apply to employees:
  - (i) who reside or remain on or about their place of work and are required to perform duties on an intermittent basis outside their ordinary hours of duty; or
  - (ii) who has been recalled to duty and the actual time worked is less than 3 hours on each of such recalls.

## **PART 6 - Leave of Absence and Public Holidays**

### **19. Annual leave**

Annual leave is provided for in Division 5 of the QES. Clauses 19.1 to 19.4 supplement the QES.

### **19.1 Period of annual leave**

In lieu of the requirements prescribed at sections 31(1)(b) and (6) of the Act, a continuous shift worker covered by this Section shall be entitled to 5 weeks annual leave.

### **19.2 Payment for annual leave**

- (a) Subject to clause 19.2(c) an employee (other than a shift worker) proceeding on annual leave is entitled to receive the following payments:
- (i) an amount equal to the wage rate being paid to the employee immediately before the employee takes the leave for the period of such leave; and
  - (ii) a further amount equal to 17.5% of the wage rate payable to the employee for the period of such leave.
- (b) Subject to clause 19.2(c) a shift worker proceeding on annual leave is entitled to receive the following payment:
- (i) an amount equal to the wage rate being paid to the employee immediately before the employee takes the leave for the period of such leave calculated according to the employee's roster or projected roster including shift, weekend or public holiday penalties; or
  - (ii) an amount equal to the wage rate being paid to the employee immediately before the employee takes the leave for the period of such leave, plus a further amount equal to 17.5% of the wage rate payable to the employee for the period of such leave, excluding any shift, weekend or public holiday penalties,
- whichever is the higher.
- (c) Leading hand allowances payable for ordinary time worked, and other all purpose payments as identified in this Section, shall be included in the wage rate used for calculating an employee's annual leave payment as set out in clauses 19.2(a) or (b).

### **19.3 Specific annual leave provisions applying to certain employees**

An emergency worker (except a continuous shift worker), who makes a specific agreement in writing with their employer to remain in readiness to do overtime work at all hours shall be allowed one week's additional paid leave exclusive of public holidays.

### **19.4 Annual close down**

- (a) Where an employer closes down its operations or a section or sections thereof for the purposes of allowing annual leave to all or the bulk of the employees in the section or sections concerned, the following provisions shall apply:
- (i) by the giving of not less than 90 days' notice the employer may direct all employees in the section or sections concerned to take leave for the duration of the closedown and allow those who are not then qualified for sufficient annual leave to cover the period of the close down to take paid leave on a proportionate basis and to take such accumulated time off/rostered days off as may be available to the employee to apply towards the close down period.
  - (ii) all time during which an employee is stood down without pay for the purpose of clause 19.4(a)(i) shall count as service in the next 12 monthly qualifying period.

- (b) Notwithstanding clause 19.4(a), where there is agreement between the employer and the majority of employees concerned, the employer may close down its operations or a section or sections thereof on one additional occasion in any 12 month period for the purpose of allowing additional annual leave for a period agreed with its employees.

## **20. Personal leave**

See clause 20 of Division 1 - Provisions with common application.

## **21. Parental leave**

See clause 21 of Division 1 - Provisions with common application.

## **22. Long service leave**

See clause 22 of Division 1 - Provisions with common application.

## **23. Public holidays**

Public holidays are provided for in Division 10 of the QES. Clauses 23.1 to 23.3 supplement the QES provisions.

### **23.1 Payment for public holidays and for work on a public holiday**

- (a) An employee (other than a casual employee) who would normally work on a day on which a public holiday falls and who:
  - (i) is not required to work on that day, shall be paid for the ordinary hours the employee would normally have worked if that day had not been a public holiday;
  - (ii) is required to work on the public holiday shall, in addition to the payment prescribed in clause 23.1(a)(i), be paid at the rate of time and one-half for any hours worked, with a minimum payment as for 4 hours' work for the day.
- (b) An employee (including a casual employee) who would normally work on a day on which a public holiday falls and who performs authorised overtime outside the employee's ordinary working hours for that day shall be paid for such time at double the overtime rate prescribed in clause 18.2.
- (c) An employee (including a casual employee) who would not normally be required to work on a public holiday but who is required to work on that day shall be paid at the rate of double time and one-half for any hours worked, with a minimum payment as for 4 hours' work for the day.
- (d) The minimum payment provided in clauses 23.1(a) or (c) shall not apply where the work performed on the public holiday is immediately preceding or following ordinary hours.

### **23.2 Substitution**

- (a) Subject to statutory limitations (such as the time work may not be performed on Anzac Day) where there is agreement between the employer and an employee or employees, another ordinary working day may be substituted for a public holiday.
- (b) Where an employee is subsequently required to work on the substituted day they shall be paid at the rate prescribed in clause 23.1.



### **23.3 Employees who do not ordinarily work Monday to Friday of each week**

- (a) An employees (other than a casual employee) who does not ordinarily work Monday to Friday of each week is entitled to public holidays as follows:
  - (i) either payment for each public holiday or a substituted day's leave.
  - (ii) where a public holiday would have fallen on a Saturday or a Sunday (e.g. Australia Day) 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.
- (b) 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. 25 December) is to be paid at the rate of double time.
- (c) For the purpose of clause 23.3(a) **payment for each public holiday and a substituted day's leave** means:
  - (i) for full-time employees, 7.6 hours at ordinary rates; and
  - (ii) for part-time employees, the number of ordinary hours normally worked on the same day of the week on which the holiday falls.
- (d) Nothing in clause 23.3 confers a right to any employee to payment for a public holiday as well as a substituted day in lieu.

### **24. Jury service**

See clause 24 of Division 1 - Provisions with common application.

### **25. Service leave**

See clause 25 of Division 1 - Provisions with common application.

## **PART 7 - Union Related Matters**

### **26. Union encouragement**

See clause 26 of Division 1 - Provisions with common application.

### **27. Union delegates**

See clause 27 of Division 1 - Provisions with common application.

### **28. Trade union training leave**

- (a) Subject to the conditions set out in clause 28(d), upon written application by an employee to an employer, such application being endorsed by the relevant union and giving to the employer at least one month's notice, the employee shall be granted up to five working days' leave (non-cumulative) on ordinary pay each calendar year to attend courses and seminars conducted by the union or specific training courses approved and accredited by the union.
- (b) Other courses mutually agreed between the union and an employer may be included under clause 28.

- (c) For the purposes of clause 28(a), **ordinary pay** shall mean at the ordinary weekly rate paid to the employee exclusive of any allowance for travelling time and fares or shift work.
- (d) The granting of such leave shall be subject to the following conditions:
  - (i) An employee must have at least 6 months' uninterrupted service with an employer prior to such leave being granted.
  - (ii) Unless agreed otherwise, the maximum number of ordinary hours of trade union training leave which an employer shall be required to grant each calendar year to employees covered by this Section will be as follows:

No. of employees engaged under this Section	No. of ordinary hours industrial relations education training per calendar year	Maximum absence at one time
up to 15	38 hours	1
16 up to 30	76 hours	2
31 up to 50	114 hours	3
51 or more	152 hours	4

- (iii) The granting of such leave shall be subject to the convenience of the employer and so that the operations of the employer will not be unduly affected.
- (iv) The scope, content and level of the course shall be such as to contribute to a better understanding of industrial relations within the employer's operations.
- (v) Leave granted to attend courses will not incur additional payment if such course coincides with the employee's rostered day off in 38 hour week working arrangements or with any other concessional leave.
- (e) In granting such paid leave, the employer is not responsible for any additional costs except the payment of extra remuneration where relieving arrangements are instituted to cover the absence of the employee.
- (f) Paid trade union training leave will not affect other leave granted to employees under this Award.

## 29. Right of entry

See clause 29 of Division 1 - Provisions with common application.

## PART 8 - Transfers, Travelling, Working Away, Camps, Equipment, Tools and Amenities

### 30. Provisions of general application

- (a) Each employee covered by this Section shall start and cease work on the job at the usual commencing and finishing times and may be required to travel from work site to work site as directed by the employer.
- (b) An employee driving a vehicle supplied by the employer outside ordinary working hours at the direction of the employer for the purpose of transporting:
  - (i) other employees; and/or
  - (ii) goods, stores, provisions, tools or equipment on behalf of the employer,

shall be deemed to be working and entitled to be paid overtime at the applicable overtime rate/s.

- (c) For purposes of clarity, nothing in clause 30(b) is designed to entitle an employee to overtime rates where the vehicle they might be driving is carrying goods, stores, provisions, tools or equipment owned by the employee or the employer as an incidental aspect of the journey.

### **31. Provisions applicable to depot, workshop or facility based employees**

- (a) Except as prescribed elsewhere in clause 31, no fares or travelling time shall be paid to a depot, workshop or facility (DWF) based employee who is engaged to work either permanently or principally at a depot, workshop or facility owned or operated by the employer.
- (b)
  - (i) A DWF based employee who, during the course of the working day, is required to work at a work site away from their permanent or principal depot, workshop or facility shall be transported to such work site by the employer in the employer's time.
  - (ii) In the event the employer does not provide transport and the employee is required to make their own way to the work site the employee shall be paid reasonable cost of fares by the most convenient public transport between such work sites or, where the employer requests the employee to use their own vehicle to effect such a transfer and the employee agrees to do so, be paid an allowance at the rate of \$0.77 per kilometre.
- (c)
  - (i) Subject to clause 31(d), a DWF based employee who is required by the employer to travel in their own time to a work site other than their permanent or principal depot, workshop or facility shall be transported by the employer from the permanent or principal depot, workshop or facility to the work site and return and the actual time occupied in such travelling, shall be paid for at ordinary rates.
  - (ii) In the event the employer does not provide transport and the employee is required to make their own way to the work site the employee shall also be paid reasonable cost of fares by the most convenient public transport between such sites or, where the employer requests the employee to use their own vehicle to effect such a transfer and the employee agrees to do so, be paid an allowance at the rate of \$0.77 per kilometre.
- (d)
  - (i) In lieu of the provisions set out in clause 31(c), an employee may agree with their employer to make their own way from their usual place of residence to the work site, rather than being required to report to the depot, workshop or facility. In such cases, the employee shall be entitled to excess travelling time and distance calculated on the basis of the time taken and distance travelled by the employee between their usual place of residence and their depot, workshop or facility compared to the distance between their usual place of residence and the work site, and return.
  - (ii) Any excess travelling time and distance is to be paid at the rates specified in clause 31(c)(i) and (ii).
- (e) For the purposes of clause 31, the word **principal** shall be interpreted to mean the depot, workshop or facility at which the employee spends the majority of their working hours.

### **32. Distant work - other than if living in a camp**

- (a) An employee required to travel to a locality at such distance from the employee's usual place of residence that the employee cannot reasonably return to that place each night shall be:
  - (i) provided with reasonable transport to and from such locality; and

- (ii) reimbursed the actual and reasonable expenses for any meals and incidental expenses necessarily incurred by the employee while undertaking such travel; and
  - (iii) provided with reasonable board and accommodation or paid an allowance of \$390.60 per week (\$55.80 per day), which shall not be wages.
- (b) If the employee is required to travel to, or return from, the distant locality in their own time they shall be paid a maximum of 12 hours travelling time during any 24 hour period which shall be paid at ordinary rates, except on Sundays and public holidays when it shall be time and one-half.
  - (c) An employee shall not be required to drive a vehicle in excess of 4 hours in their own time on any working day.
  - (d) Where an employee is temporarily required to work at a location other than their usual or permanent work place involving excess travelling time and travel in their own time, they shall be paid at ordinary rates for all excess travelling time in excess of 20 minutes per day and any reasonable excess public transport costs associated with getting to and from the temporary location.
  - (e) Where an employee is working at a job away from the employer's workshop or recognised place of business and is required to use their own transport travelling to or from such job in the employer's time, the employee shall be paid \$0.45 per kilometre travelled.

### **33. Change of employment location**

- (a) An employee:
  - (i) engaged in one locality and transferred to work temporarily in another; or
  - (ii) transferred to another work location other than at their own request from their usual locality to another for employment which can reasonably be regarded as permanent, involving a change of residence,

shall be paid travelling time whilst necessarily travelling between such localities and reasonable accommodation expenses (where no transitional accommodation is provided by the employer) for a period not exceeding three months.

- (b) Such expenses (where transitional accommodation is not provided) shall cease when the employee has found and occupied such alternative residence even though the period may be less than three months.

### **34. Camp allowance and camp accommodation**

- (a) Where for the performance of work it is necessary for an employee to live in a camp provided by the employer either:
  - (i) because there are no reasonable transport facilities to enable the employee to travel to and from home each day; or
  - (ii) because the employee is directed to live in the camp,

the employee shall be paid a camping allowance of \$14.02 for each day (including Saturday and Sunday) the employee lives in camp.

- (b) When an employee lives in a camp during the week and returns home or is otherwise absent from camp for not more than two nights during the week, but does not absent themselves from the job

for any of the ordinary working hours, they shall be paid the camping allowance for each of the normal working days.

- (c) The camp shall be provided free of charge by the employer with board and accommodation of a suitable standard.
- (d) For the purposes of this clause, whether board and accommodation is of a suitable standard is to be assessed against the "standard" set out in clauses 10.1, 10.2 or 10.3 (as may be applicable) in the *Local Government Employees (Excluding Brisbane City Council) Award - State 2003*.
- (e) In the event of any dispute about the standard of accommodation the matter shall be dealt with in accordance with the provisions of clause 7.2 of Division 1 of this Award.

### **35. Equipment, tools and amenities**

- (a) Each employer shall provide their employees with suitable accommodation for the preservation of the employees' tools and clothes.
- (b) The employer shall provide boiling water ready for meal times and rest pauses.
- (c) Where practicable suitable shelter shall be provided for all employees.
- (d) All employees shall be allowed such reasonable time as the employer deems necessary during working hours in each week to put their tools, benches and/or machines in order.
- (e) All precision tools over 300 millimetres in length, micrometers, verniers and dial indicators shall be provided by the employer.
- (f) Where it is customary to do so, all portable power tools, special tools, hammers, chisels, spanners, hacksaws, blades, scrapers, files, taps, dies, wrenches, pipe dies, clamps, jacks, tackle, heating appliances, handsaws, stocks, pipe grips (over 250 millimetres), saw files, snips, hand drills, rivet sets, cramps and parallel shank drills etc shall be provided by the employer.
- (g) Employees in maintenance work required to carry the employer's tools or spare parts continuously shall be provided with a suitable receptacle.

### **36. Workplace health and safety**

The use of personal protective clothing and equipment together with the relevant safety measures are to be followed at all times in accordance with the relevant legislation.

- (a) Repairs shall not be done in lifts, shafts or dangerous places of a similar nature whilst the same are in ordinary use.
- (b) An employee engaged in cutting out work with handsnips shall be relieved of such cutting for the rest of the day after a given period for given gauges as follows:

	Hours
20 to 22 gauge	2
24 gauge	3
26 gauge	4.5
28 gauge	6

- (c) All poles over 10.5 metres in height except those carrying suspension wires only shall be stepped from that height upwards.

- (d) Employees who have to work on poles shall be provided with a ladder or tower wagon. If any such employee is left on a pole, there shall be within 90 metres a ladder or tower wagon. Hauling lines shall be supplied but climbers shall not be used.
- (e) Employees working in wet places shall be supplied by the employer with waterproof clothing and knee boots in good order and condition, and a suitable and safe place for drying wet clothing. A place shall be deemed to be "wet" when water other than rain is continually dropping from overhead so that the clothing of workers employed there will become saturated with water, or where there is water underfoot to a depth exceeding 5 centimetres, so that the feet of the workers employed there will become wet. No place shall be considered wet where workers are not actually working or where the wetness is caused by a jet or spraying of water.
- (f) Employees working on 200 volts and over, direct current, and on all alternating current live wires, shall, where required, be provided with the necessary insulating tools, rubber mats, or any other necessary protective appliances by their employer.
- (g) Employees emerying copper shall work no longer than one hour at any one time. There shall also be a break of 30 minutes after each such job.
- (h) The proportion of trainee electrical linespersons to certificated electrical linespersons shall not exceed one trainee electrical linesperson to every 4 certificated electrical linespersons in the employ of the employer.
- (i) An Electrician in Charge of Installation, Class I or II, shall not at any time be in charge of more than one self-contained electrical generating plant. A **self contained electrical generating plant** shall mean one electrical plant which contains one or more sets of prime movers or generators. An electrical motor is not to be regarded as a prime mover.

## PART 9 - Training and Related Matters

### 37. Workplace training

- (a) The parties to this Section recognise that in order to increase efficiency and productivity a greater commitment to learning and development is required.
- (b) Accordingly, the parties commit themselves to developing a more highly skilled and flexible workforce and providing employees with career opportunities through appropriate training to acquire additional skills and removing barriers to the use of skills acquired.
- (c) Within each agency, a consultative mechanism and procedures involving representatives of management, employees and relevant unions shall be established as determined by the employer, having regard to the size, structure and needs of that agency.
- (d) Following consultation, the employer shall develop a learning and development strategy consistent with:
  - (i) the current and future needs of the agency;
  - (ii) the size, structure and nature of the operations of the agency; and
  - (iii) the need to develop vocational skills relevant to the agency through courses conducted wherever possible by accredited educational institutions and providers.
- (e) Where it is agreed a training committee be established that training committee should be constituted by equal numbers of employer and employee representatives and have a charter which clearly states its role and responsibilities, for example:

- (i) formulation of a training program and availability of training courses and career opportunities to employees;
  - (ii) dissemination of information on the training program and availability of training courses and career opportunities to employees;
  - (iii) the recommending of individual employees for training and reclassification;
  - (iv) monitoring and advising management and employees on the on-going effectiveness of the training.
- (f) Additional training
- (i) Where, as a result of consultation or through a training committee and with the employee concerned, it is agreed that the additional training in accordance with the program developed pursuant to clause 37 should be undertaken by an employee, that training may be undertaken either on or off the job. If the training is undertaken during ordinary working hours the employee concerned shall not suffer any loss of pay. The employer shall not unreasonably withhold such paid training leave.
  - (ii) Any costs associated with standard fees for prescribed courses and prescribed textbooks (including those textbooks which are available in the employer's technical library) incurred in connection with the undertaking of training shall be reimbursed by the employer upon production of evidence of such expenditure. Reimbursement shall also be on an annual basis subject to the presentation of reports of satisfactory progress.
  - (iii) Travel costs incurred by an employee undertaking in accordance with clause 37 which exceed those normally incurred travelling to and from work shall be reimbursed by the employer.
- (g) Any disputes arising in relation to clause 37(e) shall be subject to the provisions of clause 7.1 in Division 1 of this Award.

## Division 2 - Section 2 - Schedule 1 (Classifications - Engineering and Electrical/Electronic Services)

Employees in this group are to be classified according to the level of competency they hold and are required to use in their work. The classification definitions provide descriptors of the nature of the work performed at each classification level. Where there is a query about the classification of an employee, their classification should be determined in accordance with the National Metal and Engineering Competency Standards Implementation Guide (Implementation Guide). A copy of the guide can be downloaded at [www.mskills.com.au](http://www.mskills.com.au).

Competency can be shown by formal qualifications or by the actual exercise of skills. If an employee holds the minimum training requirement for a particular classification level in this Award, and they are required by the employer to use or will be required by the employer to use those skills in their job, then they cannot be classified below that particular classification level. For example, a person who holds a trade certificate and is required to use those skills cannot be classified below the C10 classification.

The classification structure can be summarised as follows:

Classification levels	Classification title	Minimum training/requirement
C1	Professional engineer/Professional scientist	Degree
C2(b)	Principal technical officer	Advanced Diploma or equivalent and sufficient additional training so as to enable the employee to meet the requirements of the relevant classification definition and to perform work within the scope of this level.
C2(a)	Leading technical officer	Advanced Diploma or equivalent and sufficient additional training so as to enable the employee to meet the requirements of the relevant classification definition and to perform work within the scope of this level.
	Principal supervisor/Trainer/Coordinator	Advanced Diploma or equivalent of which at least 50% of the competencies are in supervision/training.
C3	Engineering associate/Laboratory technical officer - level II	Advanced Diploma of Engineering, or equivalent.
C4	Engineering associate/Laboratory technical officer - level I	80% towards an Advanced Diploma of Engineering, or equivalent.
C5	Advanced engineering/electrical tradesperson - level II	Diploma of Engineering - Advanced Trade, or equivalent.
	Engineering/Electrical/Laboratory technician - level V	Diploma of Engineering - Technical, or equivalent.
C6	Advanced engineering/electrical Tradesperson - level I	C10 + 80% towards a Diploma of Engineering - Advanced Trade, or equivalent.
	Engineering/Electrical/Laboratory technician - level IV	50% towards an Advanced Diploma of Engineering, or 85% towards a Diploma of Engineering - Technical, or equivalent.
C7	Engineering/Electrical/Manufacturing tradesperson - special class level II	Certificate IV in Engineering, or C10 + 60% towards a Diploma of Engineering, or equivalent.
	Engineering/Electrical/Laboratory technician - level III	Certificate IV in Manufacturing Technology, provided that the minimum experience required for a Technology Cadet has been completed, or Certificate IV in Laboratory Techniques, or 45% towards an Advanced Diploma of Engineering, or 70% towards a Diploma of Engineering - Technical, or equivalent



Classification levels	Classification title	Minimum training/requirement
<b>C8</b>	Engineering/Electrical/Manufacturing tradesperson - special class level I	C10 + 40% towards a Diploma of Engineering, or equivalent
	Engineering/Electrical/Laboratory technician-level II	40% towards an Advanced Diploma of Engineering, or 60% towards a Diploma of Engineering - Technical, or equivalent
<b>C9</b>	Engineering/Electrical/Manufacturing tradesperson - level II	C10 + 20% towards a Diploma of Engineering or equivalent
	Engineering/Electrical/Laboratory technician - level I	Certificate III in Engineering-Technician, or Certificate III in Laboratory Skills, or Certificate III in Manufacturing Technology, provided that the minimum experience required for a Technology Cadet has been completed, or 50% towards a Diploma of Engineering, or equivalent
<b>C10</b>	Engineering/Electrical/Manufacturing tradesperson - level I	Recognised Trade Certificate, or Certificate III in Engineering - Mechanical Trade, or Certificate III in Engineering - Fabrication Trade, or Certificate III in Engineering - Electrical/Electronic Trade, or equivalent
	Engineering/Electrical/Manufacturing systems employee - level V	Engineering Production Certificate III, or Certificate III in Engineering - Production Systems, or equivalent
<b>C11</b>	Engineering/Manufacturing employee - level IV	Engineering Production Certificate II, or Certificate II in Engineering - Production Technology, or Certificate II in Sampling and Measurement, or equivalent
	Laboratory tester	
<b>C12</b>	Engineering/Manufacturing employee - level III	Engineering Production Certificate I or Certificate II in Engineering, or equivalent
<b>C13</b>	Engineering/Manufacturing employee - level II	In-house training
<b>C14</b>	Engineering/Manufacturing employee - level I	Up to 38 hours induction training

Definitions for the purpose of determining classifications of employees in this group:

**or equivalent** means:

- any training which a registered training provider (e.g. TAFE) has recognised as equivalent to an accredited course which Manufacturing Skills Australia (MSA) recognises for this level. This can include advanced standing through recognition of prior learning and/or overseas qualifications; or
- where competencies meet the requirements set out in the MSA competency standards in accordance with the Implementation Guide.

**work within the scope of this level** means:

- for an employee who does not hold a qualification listed as a minimum training requirement, the employee shall apply skills within the enterprise selected in accordance with the Implementation Guide. Competencies selected must be MSA competency standards.
- where an employee has a relevant qualification recognised as a minimum training requirement for the level at which the employee seeks to be classified and the employee is exercising or will be required to exercise the skills and knowledge gained from that qualification necessary for that

level of work, the employee shall be classified appropriately. It is up to the employer to demonstrate reasons for a qualification that is a recognised minimum training requirement not being regarded as relevant for an employee's work.

**Engineering associate** is a generic term which includes technical officers in a wide range of disciplines, including laboratories and quality assurance; drafting officers; planners and other para-professionals.

**Engineering streams** are the 3 broad engineering streams recognised within these classification definitions, namely:

- **Electrical/electronic stream** - includes the design, assembly, manufacture, installation, modification, testing, fault finding, commissioning, maintenance and service of all electrical and electronic devices, systems, equipment and controls, e.g., electrical wiring, motors, generators, programmable logic controllers (PLC) and other electronic controls, instruments, refrigeration, telecommunications, radio, and television, communication and information processing equipment.
- **Mechanical stream** - includes the design, assembly, manufacture, installation, modification, testing, fault finding, commissioning, maintenance and service of all mechanical equipment, machinery, fluid power systems, automotive mechanics, instruments, refrigeration, and the use of related computer controlled equipment, e.g., computer numeric controlled machine tools.
- **Fabrication/vehicle building stream** - includes fabrication, forging, carpentry, plumbing, founding, structural steel erection, electroplating, metal spinning, metal polishing, sheet metal work and the use of related computer controlled equipment. This includes fabrication in all metals, plastics, carbon fibre, composite materials, ceramics and other materials.

**Vocational fields** are the 5 vocational fields recognised within the classification structure of this group as follows:

- **Trade** includes an employee who possesses as a minimum qualification a trade certificate in any of the 3 engineering streams or a Certificate IV in Engineering, including higher engineering trades or special class trades.
- **Technical field** includes:
  - production planning, including scheduling, work study, and estimating materials, handling systems and like work;
  - technical work including inspection, quality control, supplier evaluation, laboratory, non-destructive testing, technical purchasing, and design and development work (prototypes, models, specifications) in both product and process areas and like work;
  - design and drafting and like work.
- **Engineering/Production field** includes employees primarily engaged in production work including production, distribution, stores and warehousing, but does not require a qualification in a trade, technical, professional or supervisory field.
- **Supervisor/Trainer/Coordinator field** includes employees who are:
  - responsible for the work of other employees and/or provision of on-the-job training including coordination and/or technical guidance; or
  - responsible for supervision and/or training of other supervisors or trainers; or
  - responsible primarily for the exercise of technical skills, as defined, up to the level of their skill and competence and who are additionally involved in the supervision/training of other employees.

- **Professional field** includes an employee who possesses an academic qualification which enables that employee to become a graduate member of the Institute of Engineers, Australia or an academic qualification in science.

**Trainer/Supervisor/Coordinator - level I** is an employee who is responsible for the work of other employees and/or provision of structured on-the-job training. Such an employee has completed 9 modules of training in supervision and/or training. Despite the above definition, an employee who has not completed the specified training or equivalent for this level may enter this classification if they have 6 months' demonstrated performance at the relevant level of supervision.

**Trainer/Supervisor/Coordinator - level II** is an employee who is responsible for supervision and/or training of Trainers/Supervisors/Coordinators - level I. Such an employee has completed 15 modules of training in supervision and/or training. Despite the above definition, an employee who has not completed the specified training or equivalent for this level may enter this classification if they have 6 months' demonstrated performance at the relevant level of supervision until such times as competency standards for this level are finalised.

**Trainer/Supervisor/Coordinator - technical** is an employee who is responsible primarily for the exercise of skills in a technical field, as defined, up to the level of their skill and competence and who is additionally involved in the supervision/training of other technical employees.

Notes:

1. Indicative tasks for classification levels are to be used as a guide only in the event that the classification of an employee is called into question. Indicative tasks are tasks which an employee may perform in the relevant classification.
2. A Trainer/Supervisor/Coordinator - level 1 shall be paid not less than 122% of the highest rate paid to the highest technically qualified employee supervised or trained.
3. A Trainer/Supervisor/Coordinator - level 2 shall be paid not less than 115% of the highest rate paid to persons supervised or trained.

## C14

Engineering/Production employee - level I

- Is an employee who is undertaking up to 38 hours' induction training which may include information on the enterprise, conditions of employment, introduction to supervisors and fellow workers, training and career path opportunities, plant layout, work and documentation procedures, occupational health and safety, equal employment opportunity and quality control/assurance.
- An employee at this level performs routine duties essentially of a manual nature and to the level of their training:
  - performs general labouring and cleaning duties;
  - exercises minimal judgement;
  - works under direct supervision; or
  - is undertaking structured training so as to enable them to work at the C13 level.
- This classification level shall not apply to employees who have previously completed up to three months' employment at this level. Such employees shall be classified at no lower than level C13.

## C13

Engineering/Production employee - level II

- Is an employee who has completed up to three months' structured training 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 C14 and to the level of their skills, competence and training:
  - works in accordance with standard operating procedures and established criteria;
  - works under direct supervision either individually or in a team environment;
  - understands and undertakes basic quality control/assurance procedures including the ability to recognise basic quality deviations/faults;
  - understands and utilises basic statistical process control procedures;
  - follows safe work practices and can report workplace hazards.
- Indicative tasks which an employee at this level may perform are:
  - repetition work on automatic, semi-automatic or single purpose machines or equipment;
  - assemble components using basic written, spoken and/or diagrammatic instructions in an assembly environment;
  - basic soldering or butt and spot welding skills or cutting scrap with an oxy-acetylene blow pipe;
  - use selected hand tools;
  - boiler cleaning;
  - maintain simple records;
  - use hand trolleys and pallet trucks;
  - assist in the provision of on-the-job training in conjunction with tradespersons and supervisors/trainers.

## C12

### Engineering/Production employee - level III

- Is an employee who possesses an Engineering Production Certificate I, or has completed an AQF Level I traineeship, or equivalent (including the use of 32 competency points from the Implementation Guide) 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 skills, competence and training:
  - is responsible for the quality of their own work subject to routine supervision;
  - works under routine supervision either individually or in a team environment;
  - exercises discretion within their level of skills and training;
  - assists in the provision of on-the-job training.
- Indicative tasks which an employee at this level may perform are:
  - operates flexibly between assembly stations;
  - operates machinery and equipment requiring the exercise of skill and knowledge beyond that of an employee at level C13;
  - non-trade engineering skills;
  - basic tracing and sketching skills;
  - 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;
  - basic inventory control in the context of a production process;
  - basic keyboard skills;
  - advanced soldering techniques;
  - operation of machinery requiring certification at 1D or 1E level;
  - operation of mobile equipment including industrial trucks and cranes;

- ability to measure accurately;
- assists one or more tradespersons;
- welding which requires the exercise of knowledge and skills above C13;
- erecting and/or installing television and other electronic impulse transmitting and/or receiving antennae;
- assists in the provision of on-the-job training in conjunction with tradespersons and supervisors/trainers.

## C11

### Engineering/Production employee - level IV

- Is an employee who possess an Engineering Production Certificate II, or has completed an AQF Level II Traineeship, or equivalent (including the use of 64 competency points from the Implementation Guide) 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 C12 and to the level of their skills, competence and training:
  - works from complex instructions and procedures;
  - assists in the provision of on-the-job training;
  - coordinates work in a team environment or works individually under general supervision;
  - is responsible for assuring the quality of their own work.
- Indicative tasks which an employee at this level may perform are:
  - uses precision measuring instruments;
  - machine setting, loading and operation;
  - rigging (certificated);
  - inventory and store control including licensed operation of all appropriate materials handling equipment;
  - use of tools and equipment within the scope (basic non-trades) maintenance;
  - computer operation at a level higher than that of an employee at C12 level;
  - intermediate keyboard skills;
  - basic engineering, fault finding and repair skills;
  - perform basic quality checks on the work of others;
  - licensed and certified for industrial truck, machinery and/or crane operating to a level higher than C12;
  - has a knowledge of the employer's operation as it relates to the work process;
  - lubrication of production machinery and similar equipment;
  - assists in the provision of on-the-job training in conjunction with tradespersons and supervisors/trainers;
  - in addition to the primary task of assisting tradespersons, is required, as a minor part of their duties, to drive a vehicle (over 1.27t) used in connection with the work of a work team;
  - delivery, installation, adjustment and testing of electronic products, not requiring the skill of a tradesperson.

## C10

### Engineering tradesperson - level I

- Is an employee who:
  - holds a trade certificate (through the completion of an AQF Level III apprenticeship) or tradespersons' rights certificate (through recognition by Trades Recognition Australia or

Training and Employment Recognition Council) as an Engineering tradesperson (any stream) - level I or equivalent; and

- is able to exercise the skills and knowledge of the engineering trade so as to enable the employee to perform work within the scope of this level.
- An Engineering tradesperson - level I works above and beyond an employee at C11 and to the level of their skills, competence and training:
  - operates lifting equipment incidental to their work;
  - performs non-trade tasks incidental to their work;
  - performs work under limited supervision either individually or in a team environment;
  - understands and applies quality control techniques;
  - exercises discretion within the scope of this classification level;
  - exercises keyboard skills at a level higher than C11;
  - able to inspect products and/or materials for conformity with established operational standards;
  - exercises good interpersonal and communications skills;
  - performs work which while primarily involving the skills of the employee's trade is incidental or peripheral to the primary task and facilitates the completion of the whole task. Such incidental or peripheral work would not require additional formal technical training.

#### 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 Certificate Level III qualification or equivalent (including the use of 96 competency points from the Implementation Guide) in the production, distribution, or stores functions.
- A Production systems employee is an employee who possess an Engineering Production Certificate III, or has completed an AQF Level III traineeship or equivalent so as to enable the employee to perform work within the scope of this level.
- A Production systems employee works above and beyond an employee at C11 and to the level of their skills, competence and training undertakes Engineering tradesperson - level I requirements (iii) - (viii).
- Indicative tasks which an employee at this level may perform are:
  - 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;
  - running adjustments to 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;
  - assists in the provision of on-the-job training in conjunction with tradespersons and trainers;

- has a sound knowledge of the employer's operations as it relates to the production process.

## C9

### Engineering tradesperson - level II

- Is an Engineering tradesperson (any stream) - level II who has completed the following training requirements:
  - 3 appropriate modules in addition to the training requirements of C10 level; or
  - 3 appropriate modules towards a Diploma; or
  - 6 appropriate modules towards an Advanced Diploma; or
  - equivalent (including the use of 12 competency points from the Implementation Guide beyond the C10 classification).
- An Engineering tradesperson - level II works above and beyond a tradesperson at C10, to the level of their skills and competence and training performs work within the scope of this level and:
  - undertakes Engineering tradesperson - level I requirements (i) - (v); and
  - provides trade guidance and assistance as part of a work team.

### Engineering technician - level I

- Is an employee who has the equivalent level of training of a C9 Engineering tradesperson or equivalent so as to enable the employee to apply skills within the scope of this level. The skills exercised by the Engineering technician level I are in the technical fields as defined by this Award including drafting, planning or technical tasks requiring technical knowledge.
- At this level the employee is engaged on routine tasks in the technical fields.

## C8

### Engineering tradesperson - special class level I

- A Special class engineering tradesperson - level I means a:
  - Special class engineering tradesperson (any stream) - level I; or
  - Higher engineering tradesperson,  
who has completed the following training requirement:
    - 6 appropriate modules in addition to the training requirements of C10 level; or
    - 6 appropriate modules towards a Diploma; or
    - 6 appropriate modules towards an Advanced Diploma;
    - a Higher Engineering Tradesperson apprenticeship; or
    - equivalent (including the use of 24 competency points from the Implementation Guide beyond the requirements of C10).
- An Engineering tradesperson special class - level I works above and beyond a tradesperson at C9, to the level of their skills, competence and training performs work within the scope of this level and:
  - undertakes Engineering tradesperson - level I requirements (i) - (iii);
  - provides trade guidance and assistance as part of a work team;
  - assists in the provision of training in conjunction with supervisors and trainers; and
  - understands and implements quality control techniques.

### Engineering technician - level II

- Is an employee who has the equivalent level of training of a C8 Engineering tradesperson special class - level I or equivalent so as to enable the employee to apply skills within the scope of this level. The skills exercised by the Engineering technician level II are in the technical fields as defined by this Award including drafting, planning or technical tasks requiring technical knowledge.
- At this level the employee is required to exercise judgement and skill in excess of that required at C9 under the supervision of technical or professional employees.
- Indicative tasks which an employee at this level may perform are:
  - exercises high precision trade skills using various materials and/or specialist techniques;
  - performs operations on a CAD/CAM terminal in the performance of routine modifications to NC/CNC programs;
  - 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;
  - works on complex or intricate circuitry which involves examining, diagnosing and modifying systems comprising inter-connected circuits.

## C7

### Engineering tradesperson - special class level II

- A Special class engineering tradesperson - level II means a Special class engineering tradesperson (any stream) - level II who has completed the following training requirement:
  - 3 appropriate modules in addition to the requirements of C8 level; or
  - 9 appropriate modules towards an Advanced Certificate; or
  - 9 appropriate modules towards an Associate Diploma;
  - an AQF Level 4 Certificate; or
  - equivalent (including the use of 36 competency points from the Implementation Guide beyond the requirements of C10).
- An Engineering tradesperson - special class level II works above and beyond a tradesperson at C8, to the level of their skills, competence and training performs work within the scope of this level and:
  - undertakes Engineering tradesperson - level I requirements (i) - (iv);
  - provides trade guidance and assistance as part of a work team; and
  - provides training in conjunction with supervisors and trainers.

*[NB: The AQF 4 Certificate referred to in this definition is not directly comparable with previous post-trade qualifications such as ASF4 Level post-trade courses. The possession of these previous qualifications does not necessarily justify classification of a tradesperson to this level. Parties should refer to the Implementation Guide.]*

### Engineering technician - level III

- Is an employee who has the equivalent level of training of a C7 - Engineering tradesperson special class level II or equivalent so as to enable the employee to apply skills within the scope of this level. The skills exercised by the Engineering technician level III are in the technical fields as



defined by this Award including drafting, planning or technical tasks requiring technical knowledge.

- At this level the employee is engaged in detail drafting and/or planning or technical duties requiring judgement and skill in excess of that required of a technician at C8 under the supervision of technical or professional employees.
- Indicative tasks which an employee at this level may perform are:
  - works on machines or equipment which utilise complex mechanical, hydraulic and/or pneumatic circuitry and controls or a combination thereof;
  - works on machinery or equipment which utilises complex electrical/electronic circuitry and controls;
  - works on instruments which make up a complex control system which utilises some combination of electrical electronic, mechanical or fluid power principles;
  - applies advanced computer numerical control techniques in machining or cutting or welding or fabrication;
  - exercises intermediate CAD/CAM skills in the performance of routine modifications to programs;
  - works on complex or intricate interconnected electrical circuits at a level above C8;
  - works on complex radio/communication equipment.

## C6

Advanced engineering tradesperson - level I

- means an Advanced engineering tradesperson (any stream) - level I who has completed:
  - 12 appropriate modules of a Diploma; or
  - 12 appropriate modules of an Advanced Diploma; or
  - equivalent (including the use of 48 competency points from the Implementation Guide beyond the requirements of C10).
- An Advanced engineering tradesperson - level I works above and beyond a tradesperson at C7, to the level of their skills, competence and training performs work within the scope of this level and:
  - undertakes Engineering tradesperson - level I requirements (i) - (iii) and (v);
  - undertakes Engineering tradesperson - special class level I requirements (i) and (ii);
  - undertakes quality control and work organisation at a level higher than for C7; and
  - prepares reports of a technical nature on specific tasks or assignments.

Engineering technician - level IV

- Is an employee who has the equivalent level of training of a C6 - Advanced engineering tradesperson level I or equivalent so as to enable the employee to apply skills within the scope of this level. The skills exercised by the Engineering technician level IV are in the technical fields as defined by this Award including drafting, planning or technical tasks requiring technical knowledge.
- At this level the employee is engaged in detail drafting and/or planning and/or technical duties requiring judgement and skill in excess of that required of a technician at C7 under the supervision of technical and/or professional employees.
- Indicative tasks which an employee at this level may perform are:

- works on combinations of machines or equipment which utilises complex electronic, mechanical and fluid power principles;
- works 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;
- applies computer integrated manufacturing techniques involving a higher level of computer operating and programming skills than for C7;
- works on various forms of machinery and equipment which are electronically controlled by complex digital and/or analogue control systems using integrated circuitry.

## C5

### Advanced engineering tradesperson - level II

- means an Advanced engineering tradesperson (any stream) - level II who has completed:
  - a Diploma; or
  - 15 modules or 2nd year part-time of an Advanced Diploma; or
  - equivalent (including the use of 60 competency points from the Implementation Guide beyond the requirements of C10).
- An Advanced engineering tradesperson - level II works above and beyond a tradesperson at level C6 and, to the level of their skills, competence and training, performs work within the scope of this level and:
  - undertakes Engineering tradesperson - level I requirements (i) and (ii);
  - provides technical guidance or assistance within the scope of this level;
  - assists in the provision of on-the-job training in conjunction with supervisors and trainers;
  - prepares reports of a technical nature on tasks or assignments within the employee's skills and competence;
  - has an overall knowledge and understanding of the operating principle of the systems and equipment on which the tradesperson is required to carry out their task.

### Engineering technician - level V

- Is an employee who has the equivalent level of training of a C5 - Advanced engineering tradesperson level II or equivalent so as to enable the employee to apply skills within the scope of this level. The skills exercised by the Engineering technician level V are in the technical fields as defined by this Award including drafting, planning or technical tasks requiring technical knowledge.
- At this level the employee is required to exercise judgement and skill in excess of that required at level C6.
- Indicative tasks which an employee at this level may perform are:
  - through a systems approach able to exercise high level diagnostic skills on complex forms of machinery, equipment and instruments which utilises some combination of electrical, electronic, mechanical or fluid power principles;
  - set up, commission, maintain and operate sophisticated maintenance, production and test equipment and/or systems involving the application of computer operating skills at a higher level than a C6;
  - works on various forms of machinery and equipment electronically controlled by complex digital and/or analogue control systems using integrated circuitry;

- works on complex electronics or instruments or communications equipment or control systems which utilise electronic principles and electronic circuitry containing complex analogue and/or digital control systems using integrated circuitry.

#### C4

##### Engineering associate - level I

- An Engineering associate - level I means an employee who works above and beyond an Engineering technician at level C5 and has successfully completed the 3rd year part-time (or 22 modules) of an Advanced Diploma or equivalent and is engaged in:
  - making of major design drawings or graphics or performing technical duties in a specific field of engineering, laboratory or scientific practice such as research design, testing, manufacture, assembly, construction, operation, diagnostics and maintenance of equipment facilities or products, including computer software, quality processes, occupational health and safety and/or standards and plant and material security processes and like work; or
  - planning of operations and/or processes including the estimation of requirements of staffing, material cost and quantities and machinery requirements, purchasing materials or components, scheduling, work study, industrial engineering and/or materials handling process.

#### C3

##### Engineering associate - level II

- An Engineering associate - level II means an employee who works above and beyond an Engineering associate at level C4 and has successfully completed an Advanced Diploma or the equivalent level of accredited training and is engaged in:
  - performing drafting, or planning or technical duties which require the exercise of judgement and skill in excess of that required by an Engineering associate at level C4; or
  - possesses the skills of an Engineering associate - level I in a technical field and exercises additional skills in a different technical field, as defined.

#### C2(a)

##### Leading technical officer

- Leading technical officer means an employee who works above and beyond an Engineering associate - level II at level C3 and has successfully completed 7 modules in addition to an Advanced Diploma or equivalent. An employee at C2(a) is able to perform or coordinate work in more than one engineering, scientific or technical field as defined, or performs duties in a technical, engineering or scientific field which requires the exercise of judgement and/or skill in excess of that required of an Engineering associate - level II.

##### Principal engineering trainer/supervisor/coordinator

- Principal engineering trainer/supervisor/coordinator means a Trainer/supervisor/ coordinator who has completed an Advanced Diploma of which 15 modules are supervision/training modules or equivalent and who when engaged at this level:
  - possesses a sound knowledge of occupational health and safety, industrial relations, and communications processes and is able to use this knowledge in training and leading the work of others;
  - possesses a general knowledge and awareness of the administrative, business, and marketing strategies of the enterprise;

- Indicative tasks which an employee at this level may perform are:
  - plans, writes and delivers training programs for all engineering/production employees, apprentices, trainees, trade and lower technical levels;
  - plans and directs the work of engineering/production employees especially in new work organisation environments, e.g., group work arrangements, CIM production techniques.

**C2(b)**

Definition/descriptors/indicative tasks have not been established for this level.

## **Division 2 - Section 2 - Schedule 2 - Procedures for Classification and Reclassification of Engineering and Electrical/Electronic Employees**

### **Procedures for classification and reclassification**

- (a) The procedures for classifying or reclassifying employees under this Section are set out in the National Metal and Engineering Competency Standards Implementation Guide distributed by Manufacturing Skills Australia (MSA).
- (b) Without detracting from any of the processes set out in this Schedule any disputes in relation to classification or reclassification, including disputes relating to the terms of the Implementation Guide, shall be handled in accordance with the grievance and dispute settling procedure in clause 7.1 of Division 1 of this Award.
- (c) It shall be a term of the Award that where there is agreement to implement the standards at the enterprise, or in the event that the classification of an employee is called into question, the issue shall be settled by the application of competency standards in accordance with this clause and the Implementation Guide or by reference to the minimum training requirement in the relevant classification definition, except as provided in clauses (d) and (e).
- (d) Where the employee has a relevant qualification recognised as a minimum training requirement for the level at which the employee seeks to be classified and the employee is exercising or will be required to exercise the skills and knowledge gained from that qualification necessary for that level of work the employee shall be classified appropriately. It is up to the employer to demonstrate reasons for a qualification that is a recognised minimum training requirement not being regarded as relevant for an employee's work.
- (e) Where skill standards have not been finalised in respect of any class of work and this is necessary for determining an employee's classification, the employee shall be classified in accordance with the classification definitions at Schedule 1 of this Section.
- (f) All employees engaged under the Award at the relevant classification levels shall be subject to the metal and engineering competency standards.
- (g) Other provisions to be followed where competency standards are being implemented in an enterprise:
  - (i) Management and employee representatives responsible for overseeing the implementation of competency standards within enterprises shall be given access to briefing and/or training courses on the standards prior to implementation.
  - (ii) Such briefings/training courses on the metal and engineering competency standards and Implementation Guide should be approved by MSA. These briefings/training courses can be either a joint briefing delivered by the parties or by one party with the approval of other relevant parties at the enterprise or an approved course delivered by a MSA recognised provider with the approval of the relevant parties at the enterprise level.
  - (iii) The above does not exclude the delivery of additional training or advice by the parties or MSA to enterprises.
- (h) Points

The points to be assigned to the classification levels under the Section shall be:

<b>Award Classification Level</b>	<b>Recommended points</b>
C14	-
C13	-
C12	32
C11	64
C10	96
C9	12 additional points above C10
C8	24 additional points above C10
C7	36 additional points above C10
C6	48 additional points above C10
C5	60 additional points above C10
C4	Standards and points to be finalised
C3	Standards and points to be finalised
C2a	Standards and points to be finalised
C2b	Standards and points to be finalised

and in accordance with Table 2 in the Implementation Guide.

- (i) Facilitation of implementation - If any party to this Award initiates a meeting at industry level in relation to major concerns about implementation of standards, including the application of points as set out in clause (h), the following procedure shall apply:
- (i) if the major concerns involve problems at enterprise level the implementation process shall be suspended at those enterprises and there shall be no industrial action in relation to the problem;
  - (ii) officials of the relevant industry parties shall meet immediately to attempt to resolve the concerns.
  - (iii) where necessary, arrangements shall be made for an assessment and report by experts representing the relevant industry parties, or a representative of MSA;
  - (iv) the relevant industry parties shall consider the experts' report/s and agree on a course of action to resolve the concerns of the initiating party. A record of any agreement will be forwarded to the relevant enforcement agency such as the Department of Justice and Attorney-General;
  - (v) if the concerns are not resolved any party may pursue any available course of action under the Act.

**Division 2 - Section 2 - Schedule 3 - Phasing in of wage rates of employees - Engineering and Electrical/Electronic Employees**

**(a) Phasing in of wage rate of employees without relevant work experience**

An employee who possesses the appropriate level of academic qualifications and who otherwise meets the requirements of the relevant classification definition but who is without prior experience in the industries covered by this Award or other relevant work experience, shall be paid in accordance with the following formula:

Qualification	Years of Relevant Work Experience	Percentage of Relevant Rate of Pay
Advanced Certificate	0	77 of C5 Rate
	1	85 of C5 Rate
	2	96 of C5 Rate
	3	100 of C5 Rate
Associate Diploma	0	72 of C3 Rate
	1	79 of C3 Rate
	2	89 of C3 Rate
	3	93 of C3 Rate
	4	100 of C3 Rate

An employee commencing work in technical fields who is without the appropriate qualification for C10 classifications or above (or who is undertaking training in the qualifications prescribed) and who is also without relevant prior experience in industry but who otherwise meets the requirements of the relevant classification definitions shall be paid in accordance with the following formula:

Years of Relevant Work Experience	Percentage of Relevant Rate of Pay
0	83
1	88
2	95
3	100

**(b) Work experience (Technicians)**

Qualification	Years of Relevant Work Experience	Percentage of Relevant Rate of Pay
Advanced Certificate	0	77 of C5 Rate
	1	85 of C5 Rate
	2	96 of C5 Rate
	3	100 of C5 Rate
Associate Diploma	0	72 of C3 Rate
	1	79 of C3 Rate
	2	89 of C3 Rate
	3	93 of C3 Rate
	4	100 of C3 Rate

An employee commencing work in technical fields who is without the appropriate qualification for C10 classifications or above (or who is undertaking training in the qualifications prescribed) and who is also without relevant prior experience in industry but who otherwise meets the requirements of the relevant classification definitions shall be paid in accordance with the following formula:

<b>Years of Relevant Work Experience</b>	<b>Percentage of Relevant Rate of Pay</b>
0	83
1	88
2	95
3	100



## Division 2 - Section 3

### Nursing Services

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## **PART 1 - Title and Operation**

### **1. Title**

See clause 1 of Division 1.

### **2. Operation**

See clause 2 of Division 1 - Provisions with common application.

### **3. Definitions and interpretation**

(a) Definitions with common application are contained in clause 3 of Division 1.

(b) In this Section, unless the context otherwise requires:

**afternoon shift** means a shift other than a night shift that commences at or after 1200

**aged care residential facility** means a facility for the care of aged people providing residential care as defined by the *Aged Care Act 1997* (Cth)

**night shift** means a shift commencing at or after 1800 or before 0730, the major portion of which is worked between 1800 and 0730

**union** means the following industrial organisation of employees in accordance with its callings:

- Queensland Nurses and Midwives' Union of Employees (QNMU)

### **4. Coverage**

(a) See clause 4 of Division 1 - Provisions with common application.

(b) This Section covers local government employees engaged in the delivery of nursing services in one of the classifications defined in Schedule 1.

### **5. Queensland Employment Standards and this Award**

See clause 5 of Division 1 - Provisions with common application.

### **6. Enterprise flexibility and facilitative award provisions**

See clause 6 of Division 1 - Provisions with common application.

## **PART 2 - Dispute Resolution**

### **7. Dispute resolution**

See clause 7 of Division 1 - Provisions with common application.

## **PART 3 - Types of Employment, Consultation and Termination of Employment**

### **8. Types of employment**

- (a) See clause 8 of Division 1 - Provisions with common application. In addition to the provisions with common application, clauses 8(b) and (c) and clauses 8.1 to 8.3 below also apply to employees covered by this Section.
- (b) A nursing services employee may be employed on a full-time, part-time or casual basis.
- (c) Employees shall be advised of the basis of their employment in writing upon appointment.

#### **8.1 Full-time employment**

A full-time nursing services employee is one who is engaged to work an average of 38 ordinary hours per week.

#### **8.2 Part-time employment**

- (a) A part-time nursing services employee is an employee who:
  - (i) is employed for a minimum of 16 hours per fortnight and a maximum of 76 ordinary hours per fortnight;
  - (ii) is rostered to work a minimum of 3 hours on each shift; and
  - (iii) receives, on a *pro rata* basis, the same pay and conditions of employment to those of an equivalent full-time employee who performs the same kind of work.
- (b) At the time of engagement, the employer and the employee will agree in writing on the minimum number of ordinary hours to be worked per fortnight.
- (c) For each ordinary hour worked a part-time employee shall be paid no less than 1/38th of the minimum weekly rate of pay for their classification.
- (d) By mutual agreement with their employer and recorded in writing, a part-time employee may elect to work additional ordinary hours above their regular hours, up to and including full-time equivalent hours. The additional hours so worked are also to be taken into account in the *pro rata* calculation of all entitlements.
- (e) All time worked by a part-time employee in excess of the agreed hours on any one day or outside the spread of ordinary hours prescribed in clause 15.1, is to be paid at the appropriate overtime rate prescribed in clause 18.1 or taken as time off in lieu in accordance with clause 18.2.
- (f) In the event of changed dependency of residents in an aged care residential facility which makes it necessary for the employer to reduce the working hours of a part-time employee, the employer may reduce the working hours of the part-time employee provided that 4 weeks' notice is given.

#### **8.3 Casual employment**

- (a) (i) A casual nursing services employee is an employee who is engaged and paid as such.
- (ii) A casual employee cannot be employed to work more ordinary hours than are worked by an equivalent full-time employee each week or fortnight, as the case may be.

- (b) A casual employee is entitled to receive, on a *pro rata* basis, the same pay and conditions of employment, other than leave entitlements, to those of an equivalent full-time employee who performs the same kind of work.
- (c) For each ordinary hour worked a casual employee shall be paid no less than 1/38th of the minimum weekly rate of pay for their classification plus a casual loading of 23%.
- (d) Each casual engagement stands alone, with a minimum payment as for 2 hours' work made in respect to each engagement.
- (e) The casual loading shall not be compounded by penalties contained within this Section. Penalties shall be calculated on the base rate of pay, excluding the casual loading, with the casual loading component of 23% then added on to the penalty rate of pay.

## **9. Termination of employment**

See clause 9 of Division 1 - Provisions with common application.

## **10. Redundancy**

See clause 10 of Division 1 - Provisions with common application.

## **11. Consultation - Introduction of changes**

See clause 11 of Division 1 - Provisions with common application.

## **PART 4 – Minimum Wage and Salary Levels, Allowances and Related Matters**

*(Note: The wage rates and salary levels prescribed in this Award do not apply to employees to whom the provisions of Schedule 2 in Division 1 (Supported Wage System) apply.)*

## **12. Classifications and minimum wage and salary levels**

- (a) See clause 12 of Division 1 - Provisions with common application. In addition to the provisions with common application the provisions at clauses 12(b) to 12(e) below also apply.
- (b) Employees covered by this Section are to be classified into an appropriate classification and level in accordance with the classification structure set out in Schedule 1 of this Section and paid the appropriate salary level as set out in clause 12(e).
- (c) **Progression through grades**

Progression for all classifications for which there is more than one paypoint will be by annual movement to the next paypoint, or in the case of a part-time or casual employee 1976 hours of experience, having regard to the acquisition and use of skill described in the definitions contained in Schedule 1 of this Section.
- (d) **Total experience to count**
  - For the purpose of determining the rate of wages payable, an employee will be given credit for all previous continuous nursing service.
  - Previous service includes time spent as a nursing employee in obtaining additional nursing certificates other than the General Nursing Certificate.

- In calculating continuous nursing service for the purpose of the provision immediately above, any period of service (other than time spent as a nursing employee on full pay in obtaining additional nursing certificates) prior to an absence of over 3 years from nursing duties covered by a relevant nursing Award or relevant nursing enterprise agreement will not be taken into account.
- An employee working less than 376 hours of service per year may undertake an assessment, approved by the employer and the QNU, to retain the employee's current years' of service classification.
- On termination of employment each employee must be given a signed and dated certificate setting out the duration of employment at that facility, capacity of employment, details of any advancement (or reversal of advancement) in grade and, in the instance of part-time and casual employees, the total hours worked.
- Any employee unable to provide proof of previous experience within four weeks of engagement will be paid at the appropriate rate of pay for the first year of service or the year to which proof of experience is provided for the class of employee so appointed. Wages will continue at this rate of pay until proof of previous experience is provided to the employer or until such time as service has been accumulated to warrant payment at a higher rate. Where proof of previous experience is not provided within four weeks of engagement, wages will continue to be paid at that rate of pay until such time as further proof of previous experience is provided to the employer and only then will the higher rate become payable from the date the proof of experience was supplied. The employer will advise the employee of this requirement at the time of engagement.
- Subject to proof of previous experience being provided within four weeks, the employer must adjust previous payments back to the date of commencement.

(e) **Minimum wage levels**

The minimum wage and salary levels for employees covered by this Section of the Award are to be as set out in the table below:

<b>Classification</b>	<b>Level</b>	<b>Award Rate<sup>1</sup> Per Week \$<sup>2</sup></b>
Assistant in nursing - level 1	Paypoint 1	777.50
	Paypoint 2	788.50
Assistant in nursing - level 2	Paypoint 1	802.00
	Paypoint 2	817.50
Assistant in nursing - level 3		842.00
Enrolled nurse - level 1	Paypoint 1	901.00
	Paypoint 2	914.00
Enrolled nurse - level 2	Paypoint 1	918.50
	Paypoint 2	923.50
Registered nurse - level 1	Paypoint 1	928.50
	Paypoint 2	987.50
	Paypoint 3	1047.50
	Paypoint 4	1102.50
Registered nurse - level 2	Paypoint 1	1151.50
	Paypoint 2	1191.50
Registered nurse - level 3	Paypoint 1	1251.50

Classification	Level	Award Rate <sup>1</sup> Per Week \$ <sup>2</sup>
	Paypoint 2	1296.00
Registered nurse - level 4	Grade 1	1414.50
	Grade 2	1502.00
	Grade 3	1588.50
Registered nurse - level 5	Grade 1	1414.50
	Grade 2	1489.50
	Grade 3	1588.50
	Grade 4	1688.00
	Grade 5	1853.00
	Grade 6	2028.50

Notes:

<sup>1</sup> Includes the arbitrated wage adjustment payable under the 1 September 2016 Declaration of General Ruling.

<sup>2</sup> Rounded to the nearest \$0.50.

### 13. Allowances

In addition to the allowances prescribed in clause 13 of Division 1 - Provisions with common application, clauses 13.1 to 13.6 below also apply to employees covered by this Section.

#### 13.1 Divisional and District parities

See clause 13.1 of Division 1 - Provisions with common application.

#### 13.2 Motor vehicle allowance

See clause 13.2 of Division 1 - Provisions with common application.

#### 13.3 Night supervisor allowance

A Registered Nurse who is required to undertake the duties of Night Supervisor shall be paid an additional amount of \$10.75 per night whilst so engaged.

#### 13.4 Sleep-over

- (a) Where an employee is required to sleep overnight on the employer's premises, for a period not exceeding 8 hours, an amount of \$9.11 shall be paid in addition to payment at the appropriate overtime rate should the employee's night sleep be interrupted.
- (b) In the event the employee's sleep is interrupted the overtime payment shall be for a minimum of 30 minutes. However should the employee's involvement in the interruption exceed 30 minutes, then the payment shall be for the duration of the interruption.
- (c) In addition to the sleep-over allowance, the employee shall be provided with a minimum of 4 hours' work to be completed immediately prior to or after the sleep-over period.

#### 13.5 Uniforms and uniform allowance

- (a) Where the employer requires an employee to wear a uniform, the employer shall supply free of charge a designated uniform of a suitable type or design or, in lieu thereof, pay an allowance of \$159 per annum, payable on a *pro rata* basis each pay day.

- (b) Uniforms shall be laundered by the employer or the employee shall be paid an allowance of \$3.70 per fortnight, which is not payable on annual leave.
- (c) Where an employer supplies a uniform to an employee, subsequent issue shall be on an as needs basis.

**13.6 Adjustment of monetary allowances**

- (a) Other than the expense related allowances at clause 13.5 (uniforms and uniform allowance) and Divisional and District parities at clause 13.1, respectively, all other monetary allowances specified in clause 13 shall be automatically adjusted from the same date and in the same manner as monetary allowances are adjusted in any State Wage Case decision or other decision of the Commission adjusting minimum wage rates in this Award.
- (b) In addition to the monetary allowances specified in clause 13, the monetary allowances in clauses 16.2(b) (meal breaks) and 18.6(b) (on call), shall also be adjusted in the same manner and at the same time as prescribed in clause 13.6(a).
- (c) At the time of any adjustment to the wage rates in this Award the expense related allowances at clauses 13.5 (uniforms and uniform allowance) and 18.4 (meals and overtime), respectively, shall be automatically adjusted by the relevant adjustment factor. The relevant adjustment factor for this purpose is the percentage movement in the applicable index figure most recently published by the Australian Bureau of Statistics since the allowance was last adjusted.
- (d) The applicable index figure is the index figure published by the Australian Bureau of Statistics for the Eight Capitals Consumer Price Index, as follows:

<u>Allowance</u>	<u>Eight Capitals Consumer Price Index</u> <u>(ABS Cat No. 6401.0 - Table 7)</u>
Overtime meal allowance (last adjusted 1 September 2016)	Take-away and fast foods sub-group
Uniform and laundry allowance (last adjusted 1 September 2014)	Clothing and footwear group

**14. Superannuation**

See clause 14 of Division 1 - Provisions with common application.

**PART 5 - Hours of Work and Related Matters**

**15. Hours of duty**

**15.1 Hours of duty (other than Level 4 and Level 5 Registered Nurses)**

- (a) Subject to clause 15.1(b) the ordinary hours of duty of employees (other than a Level 4 or a Level 5 Registered Nurse) shall be an average of 38 ordinary hours per week, to be worked on the basis of 152 hours within a work cycle not exceeding 28 consecutive days.
- (b) If there are compelling reasons to do so, the union, the employees directly affected and the employer may agree in writing to vary the method of working the 38 hour week in the work area concerned.



- (c) The ordinary hours of duty shall, subject to clause 15.1(e), not exceed 10 hours a day and be worked continuously within a designated spread of 12 hours, except for meal breaks, between 0600 and 1800.
- (d) The ordinary starting and finishing times of an employee or employees may be staggered provided that there is agreement between the employer and the employees and/or a majority of employees directly affected.
- (e) Where the ordinary working hours are to exceed 8 on any day, to a maximum of 10 hours, the arrangement of hours shall be subject to the agreement of the employer and the majority of employees concerned.
- (f) Employees are required to observe the nominated starting and finishing times for the work day, including any designated breaks to maximise available working time. Preparation for work and cleaning up of the employee's person shall be in the employee's time.

### **15.2 Rosters**

- (a) Employees will work in accordance with a weekly or fortnightly roster fixed by the employer.
- (b) The roster will set out employees' daily ordinary working hours and starting and finishing times and will be displayed in a place conveniently accessible to employees at least seven days before the commencement of the roster period.
- (c) Unless the employer otherwise agrees, an employee desiring a roster change will give seven days notice except where the employee is ill or in an emergency.
- (d)
  - (i) Subject to clause 15.2(d)(ii), seven days' notice of a change of roster will be given by the employer to an employee.
  - (ii) Notwithstanding clause 15.2(d)(i), a roster may be altered at any time to enable the functions of the hospital or facility to be carried out where another employee is absent from work due to illness or in an emergency. Where any such alteration requires an employee working on a day which would otherwise have been the employee's day off, the day off instead will be as mutually arranged.

### **15.3 Consultation about significant or major changes to rosters**

- (a) Where an employer proposes to make a significant or major change to an employee's regular roster, the employer must consult with the employee or employees affected and their representatives, if any, about the proposed change.
- (b) In doing so, the employer must:
  - (i) provide to the employee or employees affected and their representatives, if any, information about the proposed change (for example, information about the nature of the change to the employee's regular roster or ordinary hours of work and when that change is proposed to commence);
  - (ii) invite the employee or employees affected and their representatives, if any, to give their views about the impact of the proposed change (including any impact in relation to their family or caring responsibilities); and
  - (iii) give consideration to any views about the impact of the proposed change that are given by the employee or employees concerned and/or their representatives.

- (c) The requirement to consult under this clause does not apply where an employee has irregular, sporadic or unpredictable working hours.
- (d) The provisions of clause 15.3 are to be read in conjunction with other award provisions concerning the scheduling of work and notice requirements.

#### **15.4 Scheduled days off**

- (e) All employees shall be allowed four scheduled days off during each 14 days. Each scheduled day off shall consist of a continuous period of 24 hours which, where practicable, shall include from midnight to midnight.
- (f) All full-time and part-time employees' rosters will provide for any one of the following combinations of days free from rostered work in each fortnight:
  - (i) two periods comprising two days each;
  - (ii) three consecutive days and one stand-alone day; or
  - (iii) one period of four consecutive days.
- (g) Any one of the above combinations may be amended to enable two single days free from rostered work if requested in writing by the employee.

#### **15.5 Broken duty periods**

- (a) Where practicable, no broken duty periods shall be worked. However, when such broken duty periods are necessary, a total of 8 hours shall only be worked over two duty periods, comprised of two equal duty periods of 4 hours each or a period of 5 hours and 3 hours, and shall be worked within a spread of 12 hours.
- (b) Broken duty periods shall only be worked where there is mutual agreement between the employer and employee. Where broken duty periods are a regular feature of staff rosters, the union must be notified.

#### **15.6 Weekend work extra payment (other than Level 4 and Level 5 Registered Nurses)**

- (a) All ordinary time worked by an employee (other than a Level 4 or Level 5 Registered Nurse) between midnight Friday and midnight Saturday shall be paid at the rate of time and one-half.
- (b) All ordinary time worked by an employee between midnight Saturday and midnight Sunday shall be paid at the rate of time and three-quarters.

#### **15.7 Afternoon and night duty - extra payment (other than Level 4 and Level 5 Registered Nurses)**

- (a) An afternoon shift worker shall be paid an allowance of 12.5% for each ordinary hour worked on such shift.
- (b) A night shift worker shall be paid an allowance of 15% for each ordinary hour worked on such shift.
- (c) The afternoon and night shift allowances in clauses 15.7(a) and (b) do not apply to shift work performed on Saturday or Sunday when the extra payment for weekend work in accordance with clauses 15.6(a) or (b) applies.

### **15.8 Ten hour rest breaks between duty**

- (a) Subject to clause 15.8(b) an employee shall be allowed a break of not less than 10 hours between the termination of one duty period and the commencement of another duty period.
- (b) Such break shall not be less than 8 hours in any of the following circumstances:
  - (i) to permit changes of shift rosters; or
  - (ii) in any other case agreed upon by the employee and the employer.
- (c) Where agreement has been reached between the employer and the employee to reduce the 10 hour rest break between duty periods to an 8 hour continuous break, due consideration shall be given to recognise that fatigue prevention must be, at all times, paramount to ensure that standards of resident care are not reduced nor are the principal priorities associated with nursing care affected.

## **16. Meal breaks**

### **16.1 Timing and duration**

- (a) An employee who works at least 6 hours on any one day shall be entitled to an unpaid meal break of not less than 30 minutes and not more than 60 minutes which will be taken between the fourth and sixth hour after commencing work.
- (b) Where an employee is required to work during a meal break and continuously thereafter they shall be paid at the rate of double time until released from duty for a meal break.

### **16.2 Meal breaks - employees (Registered Nurse Levels 1, 2 and 3, Enrolled Nurse and Assistant Nurse) on duty**

- (a) The meal break for nurses on duty shall be taken at a time so as not to affect the continuity of work.
- (b) Where an employee is required to remain on the premises during the meal break whilst engaged on duty, the employee shall be paid an allowance of \$10.96 per shift. Should the employee's meal break be interrupted by work or inquiries pertaining to work, then the meal break should be paid at the appropriate overtime rate.

## **17. Rest pauses**

- (a) An employee who works at least 4 hours on any day shall be entitled to a rest pause of 10 minutes duration in the employer's time in the first and second half of the working day. Such rest pauses shall be taken at such times as will not interfere with the continuity of work where continuity is necessary.
- (b) After having regard to the employees' health and welfare as well as taking to account peak workload periods, the employer may combine the rest pauses into one rest pause of 20 minutes to be taken in the first part of the working day.

## **18. Overtime**

The provisions of clause 18 do not apply to Level 4 and Level 5 Registered Nurses.

### **18.1 Overtime**

(a) Day workers

- (i) All authorised overtime worked by a day worker in excess of rostered ordinary hours of work Monday to Saturday, inclusive, shall be paid at the rate of time and one-half for the first 3 hours and double time thereafter.
- (ii) All authorised overtime worked on a Sunday shall be paid at the rate of double time.
- (iii) All authorised overtime worked on a public holiday shall be paid at the rate prescribed in clause 23.

(b) Shift workers

- (i) All authorised overtime worked by a shift worker in excess of the rostered ordinary hours of work Monday to Sunday shall be paid at the rate of double time.
- (ii) All authorised overtime worked by a shift worker on a public holiday shall be paid at the rate prescribed in clause 23.

### **18.2 Time off in lieu (TOIL)**

- (a) Subject to mutual agreement in writing between the employer and the employee, an employee may be compensated for working overtime in lieu of payment for such work by being allowed time off in lieu (TOIL) at the following rate:
- (i) the first 3 hours of overtime in any one fortnight may be taken as TOIL the rate of time for time.
  - (ii) any period in excess of 3 hours overtime in any one fortnight may be taken as TOIL at a rate equivalent to the prescribed overtime penalty.
  - (iii) should overtime in excess of 3 hours be consecutively worked on any one engagement, such overtime in excess of 3 hours may be taken as TOIL or paid at the rate of double time.
- (b) An employee shall be required to clear accumulated TOIL within, and no later than, 3 months of the overtime being worked.
- (c) An employee shall be paid for any accumulated TOIL at the appropriate overtime rate in the following instances:
- (i) where the employer is unable to release the employee within the 3 months period specified in clause 18.2(b);
  - (ii) at the time of termination by either party under any circumstances.

### **18.3 Banking arrangements**

- (a) Subject to the prior approval of the employer, an employee may be granted time off notwithstanding that such time has not been worked as overtime in accordance with clause 18.2.
- (b) If time off is taken in advance of overtime being worked the employer shall pay the employee's salary as if the employee worked ordinary hours during such time off.

- (c) Where an employee takes time off in advance in accordance with clause 18.3(a), the employer shall offer the employee reasonable opportunities to make up the period of time off in accordance with clause 18.2 within four weeks of the time off being taken.
- (d) Where the employee has been offered reasonable opportunities to make up the period of time off, and does not make up the time off, the employer may reduce the pay of the employee by the amount of such time off taken in advance after having first advised the employee in writing at least 14 days prior to the reduction.

#### **18.4 Meals and overtime**

An employee who is called upon to continue work after the usual ceasing time shall be supplied with a reasonable meal at the employer's expense or be paid \$12.35 in lieu thereof:

- (a) after more than 2 hours of overtime; or
- (b) after more than one hour if overtime continues beyond 1800,

in addition to overtime payment for the time worked.

#### **18.5 Breaks between shifts after overtime**

- (a) An employee who works so much overtime between the termination of their ordinary work on one day and the commencement of their ordinary work on the next day that they have not had at least 10 consecutive hours off duty between those times, shall, subject to clause 18.5(c), 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.
- (b) If on the instructions of their employer the employee resumes or continues work without having had 10 consecutive hours off duty they shall be paid double rates until they are released from duty for such period, and shall then be entitled to be absent until they have had 10 consecutive hours off duty, without loss of pay for ordinary working time occurring during such absence.
- (c) The provisions of clause 18.5(a) shall apply in the case of shift workers who rotate from one shift to another as if 8 hours were substituted for 10 hours when overtime is worked:
  - (i) to permit changes of shift rosters; or
  - (ii) in any other case agreed upon by the employer and the majority of employees and, if requested, the union.

#### **18.6 On call**

- (a) The provisions in clause 18.6 apply to employees who are rostered to be on call at their private residence or at any other mutually agreed place.
- (b) An employee rostered to be on call shall be paid an additional amount as follows:
  - (i) \$23.14 for each 24 hour period or part thereof when the on call period is between rostered shifts of ordinary hours Monday to Friday, inclusive;
  - (ii) \$37.58 for each 24 hour period or part thereof when the on call period is on a Saturday, Sunday, public holiday or on the employee's scheduled day off or rostered day off.
- (c) Payment in accordance with clause 18.6(b) shall be calculated by reference to the calendar day on which the major portion of the on call period falls.

- (d) If an employee rostered to be on call is required to work, such work shall be remunerated at the appropriate overtime rate in addition to the on call allowances prescribed in clause 18.6(b). A minimum payment of 3 hours at the appropriate overtime rate shall be paid provided that, except in the case of unforeseen circumstances arising, the employee shall not be required to work for 3 hours if the work for which the employee was required and any associated duty is completed within a shorter period. Entitlement to such remuneration shall commence from the time the employee starts work.
- (e) An employee who is required to work shall be provided with transport to and from their home or shall be refunded the cost of such transport.
- (f) Where an employee is required to work within 3 hours of commencing normal duty and the employee remains at work, the employee shall be provided with transport from their home to their place of work, or shall be refunded the cost of such transport.
- (g)
  - (i) An employee placed on call is required to remain at their private residence or any other mutually agreed place as will enable the employer to readily contact them during the hours for which they have been placed on call.
  - (ii) However, clause 18.6(g)(i) should not prevent the provision by an employer of an electronic or other device by which the employee can be contacted as an alternative to being stationed at an agreed place.
- (h) An employee on call who is required to remain on close call within the facility precincts shall be provided with board and lodging free of charge, in addition to any allowance payable pursuant to clause 18.6(b).

### **18.7 Recall to duty**

The following provisions shall apply to an employee who is not rostered to be on call, but who is recalled to work:

- (a) An employee who is recalled to work shall be paid at the appropriate overtime rate, with a minimum of 3 hours, provided that the time spent travelling to and from the place of work shall be deemed to be time worked. Where an employee is recalled within 3 hours of rostered commencement time, and the employee remains at work, only time spent in travelling to work shall be included with actual time worked for the purpose of the overtime payment.
- (b) Except in the case of unforeseen circumstances arising, an employee who is recalled to duty shall not be obliged to work for 3 hours if the work for which the employee was recalled and any associated duty is completed within a shorter period.
- (c) If an employee is recalled to work the employee shall be provided with transport to and from their home or shall be refunded the cost of such transport. Where an employee is recalled to work within 3 hours of commencing normal duty and the employee remains at work, the employee shall be provided with transport from their home to their place of work, or shall be refunded the cost of such transport.
- (d) The provisions of clause 18.5 shall not apply when an employee has actually worked less than 2 hours on one or more call outs.

## **PART 6 - Leave of Absence and Public Holidays**

### **19. Annual leave**

Annual leave is provided for in Division 5 of the QES. Clauses 19.1 and 19.2 supplement the QES.

### **19.1 Period of annual leave**

In lieu of the provisions of section 31(1) of the Act, every full-time and part-time nurse shall at the end of each calendar year of employment be entitled to annual leave on full pay as follows:

- (a) not less than six weeks if employed on shift work where three shifts per day are worked over a period of seven days per week and where an employee works over more than two roster periods which involves a combination of day, evening and night shifts;
- (b) not less than five weeks in any other case;
- (c) a nurse whose employment is terminated prior to the expiration of a full year of employment shall be entitled to a *pro rata* equivalent of annual leave as provided for above.

### **19.2 Payment for annual leave**

- (a) An employee (other than a shift worker) proceeding on annual leave is entitled to receive the following payments:
  - (i) an amount equal to the salary level being paid to the employee immediately before the employee takes the leave for the period of such leave; and
  - (ii) a further amount equal to 17.5% of the salary payable for ordinary time in relation to the employee's substantive position for the period of such leave.
- (b) A shift worker proceeding on annual leave is entitled to receive the following payment:
  - (i) an amount equal to the salary level being paid to the employee immediately before the employee takes the leave for the period of such leave calculated according to the employee's roster or projected roster including shift, weekend or public holiday penalties; or
  - (ii) an amount equal to the salary level being paid to the employee immediately before the employee takes the leave for the period of such leave, plus a further amount equal to 17.5% of the salary payable for ordinary time in relation to the employee's substantive position for the period of such leave, excluding any shift, weekend or public holiday penalties,

whichever is the higher.
- (c) The annual leave loading of 17.5% prescribed in clauses 19.2(a)(ii) and (b)(ii) shall only apply to 152 hours of the annual leave payments prescribed in clauses 19.2(a)(i) and (b)(i), respectively.

### **20. Personal leave**

See clause 20 of Division 1 - Provisions with common application.

### **21. Parental leave**

See clause 21 of Division 1 - Provisions with common application.

### **22. Long service leave**

See clause 22 of Division 1 - Provisions with common application.

## 23. Public holidays

Public holidays are provided for in Division 10 of the QES. Clauses 23.1 to 23.5 supplement the QES provisions.

### 23.1 Payment for public holidays and for work on public holidays

(a) All work performed by a full-time or part-time employee on:

- 1 January;
- 26 January;
- 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,

shall be paid for at the rate of time and one-half.

(b) A full-time or part-time employee who is rostered to work on a day of the week on which a public holiday falls, and who is not required to work on that day, shall be paid for the hours which would have otherwise have been worked on that day.

(c) A casual employee shall not have an entitlement to pay or leave for public holidays. However, all work completed by a casual employee on a public holiday shall be paid for at the rate of double-time and one-half.

### 23.2 Labour Day

(a) All full-time and part-time employees shall be entitled to be paid a full day's wage for Labour Day (the first Monday in May or other day appointed under the *Holidays Act 1983*, to be kept in place of that day) irrespective of the fact that no work may be performed on that day.

(b) However, should an employee work on that day the employee shall be paid, in addition to a full day's wage, for all time worked at the rate of time and one-half with a minimum of 4 hours, except in the case of night duty where the work commenced on Labour Day continues after midnight.

(c) Should Labour Day occur during an employee's period of annual leave another day on full pay shall be added to the employee's annual leave.

(d) Should Labour Day occur on an employee's rostered day off duty, the employee shall be paid an additional day's pay or shall be granted a day's leave on full pay at a time mutually arranged between the employer and employee.

### 23.3 Annual show

(a) All time worked by an employee in a district specified from time to time by the Minister by notification published in the 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 of such district, as specified in such notification, shall be paid for at the rate of double time and one-half with a minimum of 4 hours, except in the case of night duty where the work commenced on show day continues after midnight.



- (b) Where the annual show is of more than one day's duration an employee may agree with the employer to substitute another day during the show period in lieu of the day so appointed, in which case the provisions of this clause shall apply to the day so substituted.
- (c) Should the annual show day occur during an employee's period of annual leave another day on full pay shall be added to the employee's annual leave.
- (d) Should the annual show day occur on an employee's rostered day off duty, the employee shall be paid an additional day's pay or shall be granted a day's leave on full pay at a time mutually arranged between the employer and the employee.

#### **23.4 Easter Saturday**

- (a) All full-time and part-time employees whose ordinary hours of work are regularly worked between Monday to Friday, inclusive, shall not be entitled to extra payments or benefits provided in clause 23.4.
- (b) Should Easter Saturday occur during a full-time or part-time employee's period of annual leave and the employee has been regularly rostered to work over a 14 day period, including Saturdays, the employee shall have another day on full pay added to the employee's annual leave period.
- (c) Should Easter Saturday occur on a full-time or part-time employee's scheduled day off or rostered day off, and the employee has been regularly rostered to work over a 14 day roster period, including Saturdays, the employee shall be paid an additional day's pay, or shall be granted a day's leave, on full pay, at a time mutually arranged between the Employer and employee.
- (d) However, all full-time and part-time employees who are regularly rostered to work over a 14 day roster period, including Saturdays, and who work on Easter Saturday shall be paid at the rate of double time and one-half, with a minimum payment for 4 hours work, except in the case of night duty where the work continues after midnight on Easter Saturday.

#### **23.5 Substitution**

- (a) Subject to statutory limitations (such as the time work may not be performed on Anzac Day) where there is agreement between the employer and an employee or employees, another ordinary working day may be substituted for a public holiday.
- (b) Where an employee is subsequently required to work on the substituted day they shall be paid at the rate prescribed in clause 23.1.

#### **24. Jury service**

See clause 24 of Division 1 - Provisions with common application.

#### **25. Service leave**

See clause 25 of Division 1 - Provisions with common application.

### **PART 7 - Union Related Matters**

#### **26. Union encouragement**

See clause 26 of Division 1 - Provisions with common application.

**27. Union delegates**

See clause 27 of Division 1 - Provisions with common application.

**28. Trade union training leave**

There are no provisions concerning trade union training leave in this Section.

**29. Right of entry**

See clause 29 of Division 1 - Provisions with common application.

**PART 8 - Travelling, Transport, Fares and Patient escort**

**30. Travelling, transport and fares**

An employee directed by the employer to work at a city or town other than the employee's usual place of employment shall be entitled to reimbursement of all reasonable and necessary expenses actually incurred including transport, accommodation, meals and incidentals.

**31. Patient escort**

When a nurse is required to travel as escort for a patient they shall be paid at the appropriate rate for all time the patient is under their care. When returning from such escort the employee shall be paid for a maximum of 12 hours out of every 24 hours at the ordinary hourly rate provided that when returning on a rostered day off they shall be granted in addition a day off in lieu or an additional day added to their next recreation leave.

**PART 9 - Training and Related Matters**

**32. Study leave**

- (a) Where a full-time employee is completing an approved course of post-basic study and it is considered appropriate by the employer, up to one week of study leave, on half-pay, may be granted. For the purpose of this clause, **half-pay** means 50% of the ordinary rate of pay payable to the employee as prescribed in clause 12(e). *Pro rata* payment may be granted to a part-time employee.
- (b) Additional unpaid study leave may be granted by the employer.
- (c) Where an employee is receiving paid study leave there is no obligation on the employer to provide paid in-service training or education for that employee.
- (d) The employer may provide unpaid leave to full-time and part-time employees who apply for leave to undertake tertiary or such other courses which are required by the employer. Such unpaid leave shall not impact the accumulation of the employee's leave entitlements under this Award.

**33. In-service training**

- (a) Employers may provide at least 24 hours per year paid in-service training and/or education and each employee will be required to undertake, in their own time, a reciprocal period of ongoing education or research associated with the acquisition of knowledge and skills relevant to their professional commitments.

- (b) In-service training may include attendance at workshops/seminars devoted solely to skill related career paths, multi-skilling and broadening of tasks which employees may be expected to acquire in enhancing flexibility and the efficiency of their workplace.
- (c) The workshop/seminars may be conducted by employer associations, the union, the employer or other organisations approved by the employer.
- (d) An employer granting an employee leave to attend such workshop/seminars is required to pay no more than the appropriate ordinary rate of wages the employee would have otherwise received for each day but for attendance at the workshop/seminar. Where the duration of the workshop/seminar exceeds 4 hours, the employer's responsibility for payment of wages may be halved, as provided for in clause 33(a), as a reciprocal period of time. An employer will not be responsible for any other expenses incurred by the employee whilst attending such workshop/seminar.
- (e) Where an employee is receiving paid study leave, there is no obligation on the employer to provide paid in-service training or education.

## **Division 2 - Section 3 - Schedule 1 (Classifications - Nursing Services)**

### **Definitions**

**Assistant in nursing** means an employee other than one registered with the Nursing and Midwifery Board of Australia or its successor or one who is training for the purpose of such registration, who is under the direct control or supervision of a Registered nurse and whose employment is solely to assist a Registered nurse or Enrolled nurse in the provision of nursing care to persons.

**Nursing care** means:

- giving assistance to a person who because of disability is unable to maintain their bodily needs without frequent assistance;
- carrying out tasks which are directly related to the maintenance of a person's bodily needs where that person because of disability is unable to carry those tasks for themselves; and
- assisting a Registered nurse or Enrolled nurse to carry out their nursing duties.

### **Assistant in nursing**

#### **Assistant in nursing - level 1**

- An employee at this level will have obtained proficiency necessary to perform work at this level.
- An employee at this level is required to:
  - exercise discretion and judgement within their level of skill and training;
  - receive on or off-the-job training or has received training;
  - work under direct or indirect supervision of a Registered nurse;
  - demonstrate an understanding of standards required in the nursing industry and actively participate in the implementation of those standards; and
  - active involvement in, and contributes to, continuous improvement.
- Indicative tasks/skills of this level, may include but not be limited to the following:
  - provide input on observation;
  - record on standard structured pro forma;
  - assist in delivery of nursing care under direct supervision of a Registered nurse; or
  - assist with medications on the request of the client/resident within a delegated or assigned range of duties, subject to legislative requirements.

#### **Assistant in nursing - level 2**

- An employee at this level will perform work above the skills of an Assistant in nursing - level 1 and will have obtained proficiency and qualifications to perform work at this level.
- An employee at this level is required to:
  - have obtained a Level III Certificate or equivalent;
  - operate under direct supervision of a Registered nurse;
  - exercise discretion and judgement within their level of skill and training;
  - demonstrate an understanding of standards required in the nursing industry; and
  - assist employees undertake structured training.
- Indicative tasks/skills of this level, in addition to level 1, may include but not be limited to:

- input into resident assessment;
- input into documentation using a variety of flow charts;
- input into orientation of employees;
- data collection; or
- assist in delivery of nursing care under direct supervision of a Registered nurse.

### **Assistant in nursing - level 3**

- An employee appointed to this level will perform work above and beyond the skills of an Assistant in nursing - level 2 and will have obtained proficiency and qualifications to perform work at this level.
- An employee at this level is required to:
  - have obtained a Level IV Certificate or equivalent qualification or level of experience and competency;
  - exercise discretion and decision making/responsibility within their level of skill and training;
  - demonstrate the effective application of standards required in the nursing industry;
  - provide on-the-job and in-service training in non-clinical areas as directed; and
  - work under supervision of a Registered nurse.
- Indicative tasks/skills of this level in addition to those prescribed for an Assistant in nursing - level 2, may include but not limited to:
  - coordination of non-clinical activities by other Assistants in nursing;
  - management of continence resources;
  - provision of manual handling education.

### **Enrolled nurse**

#### **Enrolled nurse - level 1**

- An employee at this level is required to:
  - have obtained a Diploma level qualification in nursing;
  - hold current registration with the Nursing and Midwifery Board of Australia as an Enrolled Nurse;
  - work under minimal supervision;
  - exercise discretion and decision making/responsibility within their level of skill and training;
  - provide on-the-job and in-service training; and
  - demonstrate the effective application of standards required in nursing.
- Indicative tasks/skills of this level, may include but not limited to:
  - administer medications in accordance with authorised certification;
  - input into formulation implementation and evaluation of the care plan;
  - interpret signs and symptoms and report changes;
  - input into orientation of employees;
  - deliver nursing care under supervision; and
  - coordination of team resources.

#### **Enrolled nurse - level 2**

- An employee appointed to this level will perform work above and beyond the skills of an

Enrolled nurse - level 1 and will have obtained proficiency and qualifications necessary to perform work at this level.

- An employee at this level is required to:
  - have obtained an advanced diploma level qualification or equivalent;
  - hold current registration with the Nursing and Midwifery Board of Australia as an Enrolled Nurse;
  - work under minimal professional supervision and will coordinate other employees;
  - exercise discretion and decision making/responsibility within their level of skill and training and within the scope of practice for Enrolled nurses;
  - provide and maintain documentation as required;
  - assist with training and orientation of new staff in non-clinical duties
  - demonstrate the effective application of standards in nursing; and
  - contribute information for the assessment of clients' needs.
  
- Indicative tasks/skills in addition to those prescribed for an Enrolled nurse - level 2, may include but are not limited to:
  - accountability to Registered nurse for client care;
  - coordinating lower level staff;
  - participation in the gathering of information to enable the comprehensive assessment of clients and residents;
  - participate in the evaluation of care plan;
  - implement the care plan
  - monitor and report outcomes of clinical practice to the Registered nurse; or
  - input into orientation and training of staff in non-clinical areas of non-clinical skills.

### **Registered nurse**

#### **Registered nurse - level 1**

- An employee at this level is required to:
  - have obtained a Bachelor Degree in Nursing;
  - hold current registration with the Nursing and Midwifery Board of Australia as a Registered Nurse;
  - work under minimal supervision and supervise other employees;
  - exercise discretion and decision making/responsibility within their level of skill and training;
  - provide and maintain documentation as required;
  - provide training;
  - demonstrate the effective application of standards in nursing; and
  - undertake the assessment of clients' needs.
  
- Indicative tasks/skills in addition to those prescribed for an Enrolled nurse - level 2, may include but are not limited to:
  - accountability for client care;
  - responsible for lower level staff;
  - responsible for comprehensive assessment of clients and residents;
  - formulate, implement and evaluate care plan;
  - monitor outcomes of clinical practice;
  - input into orientation and training of staff; and
  - perform competency assessments.
  
- Indicative titles include:

- Occupational health nurse - grade 1
- Occupational health nurse - grade 2
- Immunisation program nurse

### **Registered nurse - level 2**

- An employee appointed to this level will perform work above and beyond the skills of a Registered nurse - level 1 and will have obtained proficiency and qualification necessary to perform work at this level.
- An employee at this level is required to:
  - have obtained a Bachelor Degree in Nursing;
  - hold current registration with the Nursing and Midwifery Board of Australia as a Registered Nurse;
  - work under supervision and supervise others;
  - exercise discretion and decision making/responsibility within their level of skill and training; and
  - demonstrate the effective application of standards required in the age care sector.
- Indicative tasks/duties required for this level in addition to those prescribed for a Registered nurse - level 1 may include but are not limited to:
  - designated clinical specialty and provide advice to Registered nurse 1, or clinical practice within specialty;
  - input into orientation and training of staff;
  - act as a resource;
  - perform competency assessments; or
  - responsibility for resource coordination.
- Indicative titles include:
  - Clinical nurse
  - Primary health care nurse
  - Community health care nurse

### **Registered nurse - level 3**

- An employee appointed to this level will perform work above and beyond the skill of a Registered nurse - level 2 and will have obtained proficiency and qualification necessary to perform work at this level.
- An employee at this level is required to:
  - have obtained a Bachelor Degree in Nursing;
  - hold current registration with the Nursing and Midwifery Board of Australia as a Registered Nurse;
  - supervise a range of staff;
  - work under minimal supervision;
  - exercise discretion and decision making/responsibilities within their level of skill and training; and
  - demonstrate the effective application of standards in nursing.
- Indicative tasks/skills of this level in addition to those prescribed for a Registered nurse - level 2, may include but are not limited to:

- coordinates service delivery;
  - coordinate and critically evaluate research, processes and outcomes;
  - responsible for resource management;
  - responsible for professional development of staff;
  - develop policy and procedures;
  - clinical consultant to staff; or
  - accountable for the management of the human and material resources.
- Indicative titles include:
    - Clinical nurse consultant
    - Nurse manager
    - Nurse educator

#### **Registered nurse - level 4**

- An employee appointed to this level will perform work above and beyond the skills of a Registered nurse - level 3 and will have obtained proficiency and qualifications necessary to perform work at this level.
- An employee at this level is required to:
  - have obtained a Bachelor Degree in Nursing;
  - hold current registration with the Nursing and Midwifery Board of Australia as a Registered Nurse;
  - work under minimal supervision and would supervise other employees;
  - exercise discretion and decision making/responsibility within their level of skill and training; and
  - demonstrate the effective application of standards in nursing.
- A Nurse practitioner is required in addition to:
  - have obtained a Masters in Nurse Practitioner; and
  - hold current registration with the Nursing and Midwifery Board of Australia as a Nurse practitioner.
- Indicative tasks/skills of this level in addition to those prescribed for a Registered nurse - level 3, may include but are not limited to:
  - an expert in clinical practice;
  - research quality indicators and improvements in work practice;
  - being accountable for the effective and efficient management of human and material resources; or
  - being accountable for the development and coordination of nursing management systems.
- Indicative titles include:
  - Assistant director of nursing
  - Nurse practitioner

#### **Registered nurse - level 5**

- An employee appointed to this level will perform work above and beyond the skills of a Registered nurse - level 4 and will have obtained proficiency and qualifications necessary to perform work at this level.
- An employee at this level is required to:



- have obtained a Bachelor Degree in Nursing;
  - hold current registration with the Nursing and Midwifery Board of Australia as a Registered Nurse;
  - responsible to the committee of management, board or senior management;
  - exercise discretion and decision making/responsibility within their level of skill and training and will exercise managerial responsibilities;
  - responsible for the formation/establishment of programs, operational procedures and policies; and
  - manage staff and the operation of a health service or facility.
- Indicative tasks/skills of this level in addition to those prescribed for a Registered Nurse - level 4, may include but are not limited to:
    - accountable for the strategic and operational directions of the facility; or
    - represent and promote the facility to governments and to the local community.
  - Indicative titles include:
    - Director of nursing.

By the Commission,  
[L.S.] J. STEEL,  
Industrial Registrar.