

## QUEENSLAND INDUSTRIAL RELATIONS COMMISSION

*Industrial Relations Act 1999 – s. 156 – Certification of an agreement*

**Transport and Main Roads Operational Employees' Certified Agreement 2011  
(CA/2012/17)**

DEPUTY PRESIDENT BLOOMFIELD

4 April 2012

## CERTIFICATE

This matter coming on for hearing before the Commission on 4 April 2012 the Commission certifies the following written agreement:

Transport and Main Roads Operational Employees' Certified Agreement 2011 (CA/2012/17)

made between:

- Queensland Department of Transport and Main Roads;
- The Australian Workers' Union of Employees, Queensland;
- Federated Engine Drivers' and Firemen's Association of Queensland, Union of Employees;
- Automotive, Metals, Engineering, Printing and Kindred Industries Industrial Union of Employees, Queensland;
- Federated Ironworkers Association of Australia (Queensland Branch) Union of Employees;
- The Construction, Forestry, Mining and Energy, Industrial Union of Employees, Queensland;
- Together Queensland, Industrial Union of Employees;
- The Electrical Trades Union of Employees, Queensland; and
- Transport Workers' Union of Australia (Queensland Branch).

The agreement was certified by the Commission on 4 April 2012 and shall operate administratively from 1 July 2011 until its nominal expiry on 30 June 2014.

For employees covered by the:

- *Civil Construction, Operations and Maintenance General Award - State 2003,*
- *Engineering Award - State 2002,* and
- *Building Trades Public Sector Award - State,*

this Agreement shall replace the *Main Roads Enterprise Development Agreement 7 (2008) - Certified Agreement (CA/2008/342)*.

By the Commission.

A.L. BLOOMFIELD  
Deputy President

**QUEENSLAND INDUSTRIAL RELATIONS COMMISSION**  
Industrial Relations Act 1999 – s.156 – certifying an agreement

Made Between

Queensland Department of Transport and Main Roads  
ABN 39 407 690 291

AND

The Australian Workers' Union of Employees, Queensland and Others  
(No. CA/2012/17)

**TRANSPORT AND MAIN ROADS OPERATIONAL EMPLOYEES' CERTIFIED AGREEMENT 2011**

THIS AGREEMENT, made under the *Industrial Relations Act 1999*, on the thirteenth of March 2012 between the Queensland Department of Transport and Main Roads ABN 39 407 690 291 (herein after referred to as 'TMR') and The Australian Workers' Union of Employees, Queensland; Federated Engine Drivers' and Firemen's Association of Queensland, Union of Employees; Automotive, Metals, Engineering, Printing and Kindred Industries Industrial Union of Employees, Queensland; Federated Ironworkers Association of Australia (Queensland Branch) Union of Employees; The Construction, Forestry, Mining and Energy, Industrial Union of Employees, Queensland; The Electrical Trades Union of Employees Queensland; Together Queensland, Industrial Union of Employees and Transport Workers' Union of Australia, Union of Employees (Queensland Branch) on behalf of the employees of Transport and Main Roads (TMR) employed under the Awards listed in Clause 1.3 herein, witnesses that the parties mutually agree as follows:

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## **PART 1 – PRELIMINARY**

### **1.1 Title**

This Agreement shall be known as *Transport and Main Roads Operational Employees' Certified Agreement 2011*, and abbreviated as the Ops Agreement.

### **1.2 Parties Bound**

The parties bound by this Agreement are:

- The Director-General of the Queensland Department of Transport and Main Roads on behalf of Transport and Main Roads;
- The Australian Workers' Union of Employees, Queensland;
- Federated Engine Drivers' and Firemen's Association of Queensland, Union of Employees;
- Automotive, Metals, Engineering, Printing and Kindred Industries Industrial Union of Employees, Queensland;
- Federated Ironworkers Association of Australia (Queensland Branch) Union of Employees;
- The Construction, Forestry, Mining and Energy, Industrial Union of Employees, Queensland;
- The Electrical Trades Union of Employees, Queensland;
- Together Queensland, Industrial Union of Employees;
- Transport Workers' Union of Australia, Union of Employees (Queensland Branch).

### **1.3 Application and Scope**

Coverage under this Agreement is operational employees of TMR covered by:

- *Civil Construction, Operations and Maintenance General Award – State 2003;*
- *Engineering Award – State 2002;*
- *Building Trades Public Sector Award – State 2002;*

This Agreement shall not apply to:

- Members of the Senior Executive Service and Senior Officers;
- Employees of the *Main Roads Enterprise Development Agreement 7 (2008) Certified Agreement* and successor agreements who are paid under the Public Sector Classification and Remuneration System;
- Employees engaged under the *MSQ Maritime Operations Certified Agreement 2009* and successor agreements;
- Employees engaged under the *Maritime Safety Queensland Marine Pilots (Cairns, Mackay and Townsville Regions) Agreement 2009 – 2012* and successor agreements;

- Employees engaged under the *Maritime Safety Queensland Marine Pilots (Gladstone Region) Agreement 2009 – 2012* and successor agreements; and
- Employees engaged under the *Maritime Safety Queensland (M.S.Q.) Gladstone Pilot Transfer Crew Certified Agreement 2009 – 2012* and successor agreements.

#### 1.4 Dates and Period of Operation

This Agreement shall operate from the date of its certification and shall remain in force until 30 June 2014. The parties have agreed that the terms of the Agreement will be given operative effect on and from 1 July 2011, unless otherwise specified.

The parties agree to commence negotiations six months prior to the expiry of this Agreement, with a view to negotiating and settling a replacement Agreement.

#### 1.5 Relationship with Parent Awards

This Agreement shall be read and interpreted wholly in conjunction with existing Awards covering operational employees of TMR covered by this Agreement. Provided that, where there is an intended inconsistency, the terms of this Agreement shall take precedence.

Relevant awards for employees covered by this Agreement are:

- *Civil Construction, Operations and Maintenance General Award – State 2003;*
- *Engineering Award – State 2002;*
- *Building Trades Public Sector Award – State 2002;*
- *Family Leave (Queensland Public Sector) Award – State 2004;*
- *Apprentices' and Trainees' Wages and Conditions (Queensland Government Departments and Certain Government Entities) Order*

Provisions of the relevant Awards as at 1 July 2011 shall apply for the duration of the Ops Agreement unless amended by agreement of the parties or provided for in clause 1.6 'Closed Agreement' of this Agreement.

#### 1.6 Closed Agreement

This Agreement is in full and final settlement of all parties' claims for its duration. It is a term of this Agreement that no party will pursue any extra claims relating to wages or conditions of employment whether dealt with in this Agreement or not.

This Agreement covers all matters or claims that could otherwise be subject to protected industrial action.

It is agreed that the following changes may be made to employees' rights and entitlements during the life of this Agreement:

- General Rulings and Statements of Policy issued by the Queensland Industrial Relations Commission that provide conditions that are not less favourable than current conditions;
- Any improvements in conditions that are determined on a whole-of-government basis; and
- Further it is agreed:-

That 12 months after the commencement of this Agreement (i.e. from 1 July 2012) The Electrical Trades Union of Employees Qld **and/or** the Automotive, Metals, Engineering, Printing and Kindred Industries Industrial Union of Employees Qld may make application to the Queensland Industrial Relations Commission for an arbitrated determination of the salaries payable in respect to the electrician, fitter, and diesel mechanic roles in the engineering classification scale under this Agreement.

The basis for comparison of this arbitration process will be limited to the relative work level requirements and classification pay rates to those arrangements applying within the Queensland Health Building and Maintenance Services Certified Agreement (i.e. relevant HBEA classification levels and work level statements); AND the QBuild Field Staff Certified Agreement (i.e. relevant QBuild Classification level and work level statement).

Unless inconsistent with the terms of this Agreement, the entitlement of employees covered by this Agreement as contained in awards, agreements, Ministerial Directives or determinations made under the *Public Service Act 2008* effective at the date this Agreement was made shall not be reduced for the life of this Agreement.

- (d) In addition to the above, the following clauses from EDA6 are specifically preserved for the life of this Agreement –
- Special Leave without Salary – General Employees Clause 2.8 (EDA6)
  - Blood Donor Leave – Clause 7.2 (EDA6)
  - Sick Leave Accrual – General Employees Clause 7.4 (EDA6)

### **1.7 Statement of Intent**

Within the parameters of this Agreement, the parties recognise the following context and objectives:

This Agreement:

- (a) Is negotiated at a time when the expectations of Government, industry and the community are focused on achieving improvements in the short term and long term productive performance of public sector organisations, linked to skilling, capability and job security;
- (b) Is positioned to pursue and prove to our key stakeholders that TMR is pursuing the achievement of industry best practice and maximum flexibility to best provide for the long term viability and success of its commercial and corporate business units and the job security of its employees;
- (c) Will assist in ensuring the continued confidence of Government, industry and the community in TMR; and
- (d) Will promote best practice approaches to human resource management, technology management and financial management across the civil construction industry.

The Ops Agreement will maintain the application of the benefits drawn from workplace flexibility and productivity improvement initiatives from previous Main Roads Enterprise Development Agreements.

Management, industrial organisations of employees and employees will continue to work together to identify the organisational capabilities needed to adapt to an increasingly complex, demanding and competitive environment.

### **1.8 Context**

The parties recognise the capability challenges that will face TMR during the life of this Agreement, particularly as a result of the enhanced infrastructure program.

In order to meet the workforce capability challenges required to assist TMR to deliver the roads program, the parties agree to work together in a spirit of cooperation and partnership.

This Agreement requires greater responsibility to be taken by TMR for increased measurable productivity and competition as well as developing positive and productive working relationships with industrial organisations of employees and employees.

The parties accept that TMR will be required to operate in an environment of genuine competition in roads programs delivery and increasing competition in business support areas.

Therefore, TMR will continue to provide a workplace environment that supports the achievement of industry best practice and maximum flexibility to:

- (a) best provide for the long term success of its road service delivery units in a competitive market;
- (b) ensure best value for money through cost-effective management, administration, planning and delivery of the roads programs;
- (c) ensure internal client satisfaction and responsiveness of corporate support functions; and
- (d) meet the Government's commitment of job security.

### **1.9 Guiding Principles**

The following guiding principles underpin and are reflected in this Agreement:

1. The total rewards package in the Ops Agreement covers pay and conditions, job security and a reasonable employer contribution to future employability through accredited skills development.

2. The Ops Agreement will build upon the strategic directions in previous agreements that have been beneficial in changing work practices, linking performance and productivity and enhanced commercial success.
3. The Ops Agreement will continue to extend relevant productivity, efficiency, mobility and flexibility initiatives from previous agreements.
4. TMR business policy framework will clearly recognise that initiatives implementation gains will partially offset the additional cost of remuneration increases.
5. Consistent with the foregoing, TMR will continue to utilise its own employees and joint venture arrangements with local governments and private contractors.
6. The parties agree to recognise the potential impact of initiatives on designated EEO groups and workers with family responsibilities. In this respect, where possible, the parties agree to implement initiatives consistent with public sector best practices.
7. This Agreement may be varied where appropriate, subject to the agreement of the parties. Any agreed variation to the Agreement will be subject to the same consultation and approval process as that used for this Agreement and pursuant to the provisions of the *Industrial Relations Act 1999*.

### **1.10 Objectives of Agreement**

The objectives of the parties are to:

1. incorporate into the Ops Agreement the continuation and extension of the issues of performance measurement, flexible working arrangements, team work, capability development, administrative simplification, customer focus, best practice, and adherence to a clear business strategy introduced in previous agreements;
2. successfully meet the capability challenges that will face TMR during the life of this Agreement;
3. achieve the following principal objects relevant to social justice, as specified in section 3 '*Principal Object of this Act*' of the *Industrial Relations Act 1999*:
  - "(c) *preventing and eliminating discrimination in employment, and ensuring equal remuneration for men and women; and*
  - (d) *helping balance work and family life; and*
  - (m) *assisting in giving effect to Australia's international obligations in relation to labour standards*".

The parties agree to respect and value the diversity of employees through helping to prevent and eliminate discrimination.

4. in addition, the effect of this Agreement is not to allow any conduct or treatment, either direct or indirect, that would:
  - (a) contravene the *Anti-Discrimination Act 1991*; or
  - (b) discriminate on the basis of family responsibilities;
5. promote best practice employment strategies amongst its employees.

## **PART 2 – FLEXIBILITY AND INITIATIVES**

### **2.1 Flexible Working Arrangements**

The parties agree to the continuation of the use of flexible working arrangements, subject to operational requirements and there being real net benefits to the department.

It is acknowledged by the parties that the SBU has a monitoring role in relation to the use of flexible working arrangements and therefore appropriate information will be made available to the parties.

In all cases relating to hours of work or workforce flexibility, the parties will continue to apply the uniform recording system used in previous agreements for monitoring all aspects relating to application of the menu of flexible working arrangements by the SBU. Such records shall be available for inspection by duly accredited representatives of industrial organisations of employees and/or employees directly affected.



## 2.2 Initiatives

The following initiatives will continue to apply:

- EDA1 Clause 3.1(9)(a): "Payment for annual leave will be made through normal electronic funds transfer (EFT) pay arrangements."; and
- EDA2 Clause 3.1(7): "Former Core EBA and Roads EDA1 employees paid by HRMS (salaried staff) agree to payment of annual leave loading prior to Christmas each year."

## 2.3 Establish Site-Specific Arrangements

Where the circumstances require and where the majority of employees agree, site-specific arrangements may be established in accordance with the guidelines attached at Appendix 4 '*Guidelines On Site-Specific Arrangements*' of this Agreement.

The parties are committed to retaining Site Specific Arrangements (SSA's) for the duration of the Ops Agreement. Negotiated agreements are intended to provide management, employees and industrial organisations of employees with the opportunity to develop alternative working arrangements for specific time periods, primarily where employees are working away from their home depots in remote or distant locations.

TMR and the CFMEU/AWU and other relevant industrial organisations of employees have established consolidated guidelines incorporating the following principles:

- Greater involvement by industrial organisations of employees through notification to local organisers prior to the intended negotiation of a SSA and an invitation to consult with relevant workers to discuss potential terms and conditions.
- Paid travel time at single time (excluding drivers who are eligible for overtime) or travel in the employer's time to and from the depot to the projects at the beginning and the end of the project.
- Paid travel time at single time (excluding drivers who are eligible for overtime) or travel in the employer's time to and from the depot to the project at the beginning and end of the programmed work cycle. It is anticipated that the minimum cycle would be two weeks and the maximum four weeks, although consideration could be given to return home provisions at a six week interval in some circumstances as detailed at clause 9.1 '*Travel Arrangements Including Return Travel At Agreed Intervals*' of this Agreement.
- Although available overtime cannot be guaranteed as it is subject to project and business requirements, it is intended that projects will seek to maximise available working time throughout work cycles.
- In situations where the cycles include Sunday work, the time worked will be remunerated at applicable penalty rates (double time) or converted into banked time based on penalty rates. For example eight hours worked on Sunday would result in eight hours pay at single time, plus a further eight hours per employee to be used as a substitute day.
- Where a SSA includes a requirement that RDOs be worked and TOILED, the RDOs will be TOILED at overtime rates (i.e. not at 'time for time').

The parties agree that the above principles will apply to future SSAs negotiated after 'in-principle' agreement for the Ops Agreement is reached, and that current projects will not be subject to any retrospective claims for improved conditions and entitlements.

## 2.4 Time off in Lieu (TOIL)

An employee may, subject to mutual agreement with his/her relevant supervisor, elect to have overtime, night work, shiftwork, weekend and public holiday penalties acquitted as TOIL in lieu of cash.

(Approval to have overtime, night work, shiftwork, weekend and public holiday penalties acquitted as TOIL will not be unreasonably withheld by the employer). Conversion of overtime penalties to TOIL is only applicable to employees who are entitled to cash payment for working overtime. This does not alter current TOIL provisions under the Minister for Industrial Relations Directive relating to '*Hours and Overtime*' issued and amended under section 54 of the *Public Service Act 2008*.

Employees who are entitled to receive payment for overtime, i.e. those under the overtime limit, are entitled to TOIL accrued at the applicable penalty rates.

TOIL entitlement shall be accrued at the applicable penalty rate, provided that an employee shall be paid in accordance with the ordinary hours of work for the work cycle.

Where due to work requirements, an employee is not able to take TOIL within three months of the end of the employee's work cycle during which such TOIL has accrued, the TOIL shall automatically be taken as leave or paid in cash to the employee at the relevant hourly rate at which it was accrued. An employee may request in writing to extend this period to six (6) months and if approved, the employee will be advised in writing. Approval of such a request will not be unreasonably withheld.

TOIL will be taken as soon as possible at a mutually agreed time, consistent with operational requirements.

TOIL may be taken in whole days or part thereof.

## **2.5 Joint Ventures with Local Governments/Private Contractors**

Where there are differences in allowances and working conditions or practices, other than base pay between TMR employees and employees of local governments or private contractors involved in a joint venture, management has the ability to rectify these differences for TMR employees to avoid dissention. Refer to guidelines developed by the SBU (attached at Appendix 5 '*Guidelines on the Ability to Engage in Joint Ventures with Local Authorities and Private Contractors*' of this Agreement).

## **2.6 Site Rates and Site Allowance**

Where TMR employees are engaged on projects for which wage rates and/or additional site allowances have been determined under other industrial instruments, TMR will negotiate a similar allowance in recognition of securing additional workplace flexibilities pursuant to a negotiated site specific arrangement.

The parties acknowledge that whilst working on these projects for which this provision applies, TMR would not be compelled to enter into further arrangements covering such matters as:

- Building Unions' Superannuation Scheme (Qld) (BUSS Q)
- Construction and Building Union Superannuation Fund (CBUSS)
- Building Employees' Redundancy Trust (BERT)
- Australian Construction Industry Redundancy Trust (ACIRT)
- Superannuation Plan for Electrical Contractors (Qld) (SPEC(Q))
- Building Workers' Welfare Trust (BEWT)
- Construction Income Protection Scheme (CIPS).

## **2.7 Phone Fix and Dial In from Remote Location**

In the event of an employee (on call) being directed by an authorised manager to provide advice over the telephone or undertake duties associated with accessing departmental databases, or other like departmental systems/facilities, through home based computers with broadband connection or like technologies (without the need for the employee to leave their place of residence and return to the workplace), the employee will be paid at the relevant overtime rate for the actual time worked, with a minimum payment equivalent to fifteen minutes.

Should the employee undertake more than one activity (for example, provide advice or undertake a computer based duty) within the fifteen minute period, no further minimum payment shall apply to those additional activities.

Provided that the employee will be responsible for recording such activities and which will require verification by the appropriate manager.

## **PART 3 – COMMUNICATION, CONSULTATION AND DISPUTE RESOLUTION**

### **3.1 Single Bargaining Unit**

The Single Bargaining Unit (SBU) for the purpose of this Agreement comprises:

- (a) Management representatives:
- Director-General (or delegate);
  - General Manager (RoadTek) (or delegate); and
  - General Manager (People and Capability) (or delegate).
- (b) Union representatives from:

- The Australian Workers' Union of Employees, Queensland (AWU) and Federated Ironworkers Association of Australia (Queensland Branch) Union of Employees (FIA);
- Federated Engine Drivers' and Firemen's Association of Queensland, Union of Employees (FEDFA) and The Construction, Forestry, Mining and Energy, Industrial Union of Employees, Queensland (CFMEU);
- Automotive, Metals, Engineering, Printing and Kindred Industries Industrial Union of Employees, Queensland (AMWU);
- The Electrical Trades Union of Employees Queensland (ETU);
- Together Queensland, Industrial Union of Employees; and
- Transport Workers' Union of Australia, Union of Employees (Queensland Branch) (TWU).

The parties acknowledge that this Agreement was negotiated by the SBU. It is further agreed that the future role of the SBU shall be to actively progress, implement and monitor the Agreement and to encourage achievement and take agreed action where necessary to deliver the agreed objectives.

The SBU shall also promote the agreed objectives and take action where necessary to ensure these objectives are met.

### **3.2 Disputes Avoidance and Settlement Procedures**

The objective of this procedure is the avoidance and resolution of any disputes over matters covered by this Agreement by measures based on the provision of information and explanation, consultation, co-operation and negotiation.

Subject to legislation, while the dispute procedure is being followed, normal work is to continue except in the case of genuine safety issues. The status quo existing immediately before the change which gave rise to the 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.

There is a requirement for management to provide relevant information and explanation and to consult with the appropriate employee representatives.

In the event of any disagreement between the parties as to the interpretation or implementation of this Agreement, the following procedures shall apply:

- (a) The matter is to be discussed between the employee(s) nominated representative or the relevant industrial organisation of employees, and/or the employee(s) concerned, where appropriate, and the immediate supervisor in the first instance. The discussion shall take place within twenty four hours and the procedure shall not extend beyond seven days.
- (b) If the matter is not resolved as per provision (a) herein, it shall be referred by the employee representative or the industrial organisation of employees to the appropriate management representative who shall arrange a conference of the parties to discuss the matter. This process shall not extend beyond seven days.
- (c) If the matter remains unresolved, it shall be referred to the employee and/or their nominee and the Director-General of TMR and/or their nominee for discussion and appropriate action. This process shall not exceed fourteen days.
- (d) If the matter is not resolved, then it may be referred by either party to the Queensland Industrial Relations Commission for conciliation, or if necessary, arbitration.

In terms of the *Industrial Relations Act 1999*, the Commission is empowered by this Agreement to settle and determine any matters in dispute.

Nothing in this procedure shall prevent the SBU from taking any action considered conducive to resolving the matters in dispute.

### **3.3 Posting of Agreement**

A copy of this Agreement shall be exhibited in a conspicuous and convenient place at all applicable TMR premises so as to be readily available to all employees covered by this Agreement.

### **3.4 Consultative Arrangement and Roles of Key Parties**

1. Management and the industrial organisations of employees party to this Agreement have agreed on consultative arrangements to ensure employees are fully consulted in the identification, development, implementation and evaluation of initiatives.
2. The implementation of initiatives through consultation is tailored to meet the operational needs of TMR. It is agreed that not every initiative will be appropriate for implementation in every work area.
3. Consultation will be guided by a commitment to:
  - (a) Work together to maximise the adoption of agreed initiatives;
  - (b) Implement agreed flexible workplace arrangements in ways that do not disadvantage employees; and
  - (c) Identify and implement, as appropriate, agreed initiatives which enhance the quality of working life.
4. Roles of management, industrial organisations of employees and employees in consultation:

- (a) Single Bargaining Unit – The Single Bargaining Unit (SBU) comprises management and the industrial organisations of employees who have developed and negotiated this Agreement. It is the role of the SBU to actively progress, implement and monitor this Agreement, encourage achievement and take agreed action where necessary to deliver the agreed objectives.

This group deals with issues of strategy and policy, as well as resolving any problems arising from implementation of this Agreement.

The SBU will monitor the implementation of this Agreement.

Monitoring will include:

- i. Use of flexible working arrangements;
  - ii. Implementation of other initiatives in this Agreement;
  - iii. Receipt and consideration of Consultative Committee minutes and advise where appropriate;
  - iv. Actively direct Consultative Committees in resolving issues; and
  - v. Providing feedback on the implementation of this Agreement.
- (b) Consultative Committees – Consultative Committees have been established. These committees include representatives of management and workplace representatives endorsed by industrial organisations of employees.

The items in this Agreement will be implemented locally through the consultative process that will be monitored by the Consultative Committees.

The primary role of the Consultative Committee is to:

- i. Monitor progress towards achievement of initiatives;
  - ii. Ensure all employees are properly consulted through effective mechanisms;
  - iii. Facilitate communication;
  - iv. Encourage co-operative, participative workplace practices implemented as part of this Agreement; and
  - v. Report to, and actively seek advice and direction from, the SBU.
5. Process of consultation:
    - (a) Changes that contribute to increased productivity can be initiated by employees and management through consultation at the workplace. Provided that where agreement is reached with the majority of employees in the work unit or units concerned and the proposed change is consistent with the initiative agreed by the SBU, the change can be implemented without further SBU approval.
    - (b) In implementing agreed changes, the process required of managers is:
      - i. Participation of the workforce affected by change;
      - ii. Obtaining agreement of the majority of employees affected;
      - iii. Notification to the SBU and the Consultative Committee; and
      - iv. Notification to the relevant industrial organisations of employees or local officials where necessary.
    - (c) It will not be necessary to obtain the agreement of employees unaffected by changed arrangements.
    - (d) Where TMR proposes to introduce changes within the scope of this Agreement and which are likely to have a significant effect on employees, TMR will notify both affected employees and their respective

industrial organisations of employees either prior to any action being taken or at the earliest possible opportunity. TMR will discuss with employees and their industrial organisations of employees the introduction of change and measures to avoid or minimise any adverse consequences. Further, consideration will be given to issues raised by employees and their industrial organisations of employees in relation to these changes.

- (e) Where agreement to change initiative within the scope of this Agreement is not reached at a local level, the issue may be referred, by either party, to the SBU for resolution.
  - (f) The Flexible Working Arrangements contained in this Agreement specify how initiatives can be implemented by mutual agreement. Where it is proposed to proceed with implementation without the support of the majority of employees affected, management will attempt to resolve the matter with the local official or officials of the relevant industrial organisations of employees.
  - (g) TMR will maintain uniform records for access by the SBU which monitor implementation of this agreement.
6. To ensure effectiveness and equity:
- (a) Consultative mechanisms will involve employees in identifying and developing proposals for improvements and to facilitate best practice;
  - (b) Employees who are affected by proposed initiatives will be consulted;
  - (c) Consultative arrangements will encompass all the work areas within TMR; and
  - (d) The composition of consultative forums will take account of the interests of the target groups identified in the *Equal Opportunity in Public Employment Act 1992*.
7. Appropriate training programs will be available for Consultative Committees to assist the consultation process.

## **PART 4 – EMPLOYMENT RELATIONSHIP AND RELATED ARRANGEMENTS**

### **4.1 Security of Employment Arrangements**

#### **4.1.1 Job Security**

TMR, in line with Government policy, is committed to improved job security for permanent employees. This commitment will be assisted where managers and employees are more flexible in terms of work, mobility, work practices and skills acquisition to meet changing business needs. The proactive acquisition of skills by employees can ensure their employability in the civil construction industry and other related industries.

Consistent with Government policy, where changes in work patterns affect job viability, deployment, redeployment and retraining will remain TMR priority.

It is the Government's intention that future organisational change and restructuring will be limited in scale. All organisational change will need to demonstrate clear benefits and enhanced service delivery to the community. The objective is to stabilise public sector organisations and to avoid unnecessary change that will not deliver demonstrable benefit to the Government or community.

TMR is committed to providing stability to the public sector by limiting organisational restructuring and contracting-out of services.

These commitments are effected through the Government's Employment Security Policy and the "Policy on the Contracting-Out of Government Services".

Further, the Government and TMR undertakes that permanent public sector employees will not be forced into unemployment as a result of organisational change or changes in departmental priorities other than in exceptional circumstances. Where changes to employment arrangements are necessary, there will be active pursuit of retraining and deployment opportunities.

TMR will advise the SBU of their intention to implement changes that may affect the employment security of their employees, prior to the commencement of any planned changes.

TMR will provide information to the industrial organisations of employees on their employment practices in relation to the use of temporary and casual employment.

TMR will involve the SBU industrial organisations of employees in its review of consultants and contractors and will submit any issues to the SBU.

The SBU may make recommendations and provide advice to the department on any matters affecting the employment security of TMR employees.

#### **4.1.2 Permanent Employment**

The parties are committed to maximising permanent employment where possible. Casual or temporary forms of employment should only be utilised where permanent employment is not viable or appropriate. Parties are encouraged to utilise workforce planning and management strategies to assist in determining the appropriate workforce mix for current and future needs.

#### **4.2 Contracting Work and Labour Hire**

TMR will continue to comply with Government policy in relation to contracting out and the job security provisions of this Agreement and to maintain the practice of requiring employees of labour hire businesses to be paid as a minimum, the remuneration payable to equivalent TMR employees.

Information relating to the use of labour hire employees may be made available, on request, for discussion at SBU meetings.

#### **4.3 Labour Hire – Review of Roles**

RoadTek, subject to operational needs of its business, will examine roles within its organisation that have been filled on a continuous basis for a period of two years or more by a labour hire employee.

RoadTek may determine that such roles be converted to permanent positions within its establishment. Following any decision to convert designated labour hire roles to permanent positions, RoadTek will make information available to relevant unions. Subject to the decision by RoadTek, the relevant labour hire employees will be advised of the subsequent position vacancies.

### **PART 5 – REMUNERATION OUTCOMES**

#### **5.1 Wage Rate Increases**

The following pay rates shall be available to employees covered by this Agreement:

1 July 2011	New pay rates as per Column A of Appendix 1 of this Agreement shall apply on 1 July 2011. This first increase amounts to 3% or \$30.00 per week (whichever is the greater) on the pay rates applicable at 30 June 2011.
1 July 2012	New Pay rates as per Column B of Appendix 1 of this Agreement shall apply on 1 July 2012. This second increase amounts to 3% or \$30.00 per week (whichever is the greater) on the pay rates applicable at 30 June 2012.
1 July 2013	New Pay rates as per Column C of Appendix 1 of this Agreement shall apply on 1 July 2013. This third increase amounts to 3% or \$30.00 per week (whichever is the greater) on the pay rates applicable at 30 June 2013.

It is acknowledged that agreed productivity measures are intended to deliver savings, at least the equivalent of a wage increase of 0.5% per annum, over the life of the Agreement.

These productivity savings will be generated through the application of such initiatives as the fitness for work initiatives as set out in Part 10 of this Agreement and changes to clause 2.4 (TOIL).

#### **5.2 Workforce Achievement Payments**

TMR Workforce Achievement Payments (WAP) are linked to the commitment of employees to undertake certain workplace health and safety and enhancement of employee capability initiatives.

In particular WAP payments are linked to employees' active participation in the following TMR initiatives:

- a "Zero Harm" work environment; and

- the enhancement of employee capability.

The Workforce Achievement Payments will be as follows:

- \$250 per full-time equivalent employee, payable on and from 31 March 2012;
- \$150 per full time equivalent employee, payable on and from 31 March 2013; and
- \$100 per full time equivalent employee, payable on and from 31 March 2014.

The WAP is payable to permanent full time employees, temporary employees engaged longer than 12 months and permanent part-time employees with payment for part-time employees to be on a pro-rata basis.

The employee commitments are as follows-

- Commitment by each employee to the Department's strategies to reduce the number of injuries and in particular the number of lost time injury claims throughout TMR;
- Commitment by each employee to positively participate with their delegate manager to develop and maintain a current work place health and safety element within their employee achievement plan over the life of the Agreement; and
- Commitment by each employee to positively participate with their delegate manager to develop and implement an individual capability enhancement target within their employee achievement plan over the life of the Agreement.

Such target is to be based upon a key aspect of the employee's role and is to focus upon enhancing the employee's relevant workplace competencies/skills. (These competencies/skills may include, for example: project management; financial management; quality management, performance management; specialist technical/civil construction skills).

### **Implementation Arrangements**

Employees currently the subject of formal department disciplinary or performance management procedures will not be eligible to receive the WAP until such processes have been satisfactorily concluded and the employee is considered to be performing in a satisfactory manner.

Parties to this Agreement agree that these payments will not create a precedent for such arrangements beyond the scope and duration of this Agreement.

### **5.3 Salary Packaging**

- (1) Salary packaging is available for all employees (excluding short-term casuals) covered by this Agreement in accordance with Queensland Government policy found in the Circular issued from time to time by the Public Sector Industrial and Employee Relations Division of the Department of Justice and Attorney-General.
- (2) The following principles for employees that avail themselves of salary packaging apply:
  - (a) The costs for administering the package, including fringe benefits tax, are met by the participating employee;
  - (b) There will be no additional increase in superannuation costs or to fringe benefits payments made by the Employer;
  - (c) Increases or variations in taxation are to be passed to employees as part of their salary package;
  - (d) Where mandated by relevant Government policy, employees must provide to the employer evidence of independent financial advice prior to taking up a salary package. Where no mandatory requirement exists, it is *strongly recommended* to all employees to seek independent financial advice when entering into a salary packaging arrangement for the first time, or adding new item/items to an already agreed packaging arrangement;
  - (e) The employer will pass on to the employee any Input Tax Credits (ITCs) it receives as part of salary packaging;

- (f) There will be no significant additional administrative workload or other ongoing costs to the employer;
- (g) Any additional administrative and fringe benefit tax costs are to be met by the employee;
- (h) Any increases or variations to taxation, excluding payroll tax that result in additional costs are to be passed on to the employee as part of the salary package.
- (i) The employee's salary for superannuation purposes and severance and termination payments will be the gross salary, which the employee would receive if not taking part in flexible remuneration packaging.
- (j) Subject to federal legislation, employees may elect to adjust their current salary packaging arrangements to package up to 100% of salary to superannuation.
- (k) Employees may choose to salary package all or some of the Workforce Achievement Payments (e.g. 1 of the 3 OR 2 of the 3 payments may be salary packaged) prescribed at clause 5.2 to the employee's superannuation account.

#### **5.4 Review of Classification arrangements for trades based employees engaged under the *Engineering Award – State 2002***

TMR, in consultation with relevant unions, will as a matter of priority, develop and determine organisationally required skills, competencies and qualifications for trade based employees so as to determine organisationally suitable classification levels for trade based employees presently working under the *Engineering Award – State 2002*.

The review is intended to be completed within 12 months of the certification of this Agreement.

TMR will, where considered necessary, engage independent external assessors to verify/audit required skills/competencies/qualifications and classification levels.

During this review process if employees are identified as possessing the required skills and competencies and are required by TMR to use those skills/competencies at a higher level of proficiency, such employees will be reclassified to the relevant higher level with an operative date of no earlier than 12 weeks after the date of certification.

This review will primarily address the organisation's needs in respect to the skills/competencies of its mechanical trades employees, for example, in areas such as plant maintenance/servicing.

A standing committee composed of representatives from both TMR and relevant unions will be created to monitor the development and roll out of any re-classification process resulting from the review process and act as a source of expert advice during the term of this Agreement. (This committee may also be used as an initial review mechanism in respect to decisions by management to place employees into new classification levels).

## **PART 6 – REIMBURSEMENTS AND ALLOWANCES**

### **6.1 Reimbursement/Allowance Increases**

The following rates shall be available to employees covered by this Agreement:

1 July 2011	New reimbursement/allowance rates as per Column A of Appendix 2 of this Agreement shall apply on 1 July 2011. This first increase amounts to 3% on the rates applicable at 30 June 2011.
1 July 2012	New reimbursement/allowance rates as per Column B of Appendix 2 of this Agreement shall apply on 1 July 2012. This second increase amounts to 3% on the rates applicable at 30 June 2012.
1 July 2013	New reimbursement/allowance rates as per Column C of Appendix 2 of this Agreement shall apply on 1 July 2013. This third increase amounts to 3% on the rates applicable at 30 June 2013.

### **6.2 Health and Well Being**

The Department has a long-standing commitment to improving workplace health and safety, and the continuing growth of a strong safety culture is an integral part of TMR future organisational focus.



The Department's wellness committees are an important driving force for health promotion in TMR. To assist in further driving change to workforce behaviour in relation to workplace health and general wellbeing TMR will reimburse expenses incurred of up to (see Appendix 2) per employee per annum to support the following health-related activities:

- Exercise Physiology – exercise program development, personal training;
- Influenza Vaccination –immunisation against influenza;
- Physiotherapy– neck and back education, osteo or musculoskeletal treatment and prevention;
- Nutrition/ Dietician – weight management, eating disorders, allergies/intolerances;
- Gymnasium/ health club/ Sporting club fees – joining and membership fees;
- Dental hygiene – clean and scale, treatment options;
- Quit smoking program – use of patches, hypnotherapy, and gum and the prescription of CHAMPIX; and
- Skin cancer screening – from an approved health professional.

### **6.3 Barrier Truck Allowance**

In operational areas where there is a requirement to use a barrier truck for the protection of work crews, an allowance (see Appendix 2) will be paid to the operator of the truck.

This allowance will only be payable on days when the barrier is fitted to the truck and the truck is actually used as a barrier truck for the protection of work crews working under traffic. This allowance is exclusive of leading hand allowance and truck tonnage allowance.

### **6.4 Employees Removing Dead Animals Allowance**

The allowance prescribed in clause 5.3.24 '*Employees Removing Dead Animals*' of the *Civil Construction, Operations and Maintenance General Award – State 2003* is to be increased (see Appendix 2). Provided that any increases to this allowance that occur throughout the duration of this Agreement as a result of variations to the award shall be absorbed into this amount.

### **6.5 Bitumen Work Allowance**

The allowance prescribed in clause 5.3.10 '*Bitumen Work*' of the *Civil Construction, Operations and Maintenance General Award – State 2003* is to be increased to (see Appendix 2). Provided that any increases to this allowance that occur throughout the duration of this Agreement as a result of variations to the award shall be absorbed into this amount.

### **6.6 Chemical Spray Allowance**

The allowance prescribed in clause 5.3.20 '*Noxious Weed Eradication*' of the *Civil Construction, Operations and Maintenance General Award – State 2003*, is to be increased to (see Appendix 2) and will include the driver of the vehicle and any spray operators actually involved in chemical spraying.

The allowance will be applicable in all situations where operators using chemicals are required to wear additional Personal Protective Equipment (PPE) e.g. spray masks, protective overalls, gloves etc.

### **6.7 Electrical Contractors' Licence Allowance**

An employee of TMR who holds qualifications eligible to be granted an electrical contractors' licence and who is required by TMR to be its Nominee by fulfilling the role of Endorsee by signing the appropriate documentation on behalf of the organisation shall be paid an allowance of (see Appendix 2) per week.

### **6.8 Standby Allowance (*Civil Construction, Operations and Maintenance General Award – State 2003*)**

The allowance prescribed in clause 5.3.27 '*Standby Allowance*' of the *Civil Construction, Operations and Maintenance General Award – State 2003* is to be increased (see Appendix 2) with the proviso that any increases to the award standby allowance will be absorbed by these amounts.

### **6.9 On-Call Work Arrangements (*Engineering Award – State 2002*)**

#### **Revised Compensation for On Call Arrangements**

Employees subject to the *Engineering Award – State 2002* who are required by TMR to be available for On-Call work can select one of two options as to how they are compensated. These provisions, except where otherwise provided, replace the emergency on call provisions in the *Engineering Award – State 2002*. Where Option Two is selected, the entitlement to one additional week's annual leave as provided under clause 7.1 '*Annual Leave*' of the *Engineering Award – State 2002* shall no longer be applicable.

### **Option One**

Existing arrangements as prescribed at clause 7.1 'Annual Leave' of the *Engineering Award – State 2002* which provide for employees who agree in writing to remain in readiness to do overtime work at all hours to be compensated through an entitlement to one additional week's annual leave.

### **Option Two**

Employees may elect to be paid an On-Call Work Allowance when instructed to remain available for on-call work in accordance with the following arrangements:

- Where the employee is required to be on call on any night, Monday to Friday – (see Appendix 2) per night;
- Where the employee is required to be on call through the whole of a Rostered Day Off, Saturday, Sunday or Public Holiday – (see Appendix 2) in respect of such instances.

### **Guidelines**

Employees selecting option two above must complete a new on-call work agreement with the employer indicating their desire to be compensated for on-call work through the on-call work allowance.

The Agreement will clearly identify the rostering arrangements applicable to the employee while undertaking on-call work and will form the basis for the payment of relevant on-call work allowances.

Employees shall only be allowed to alter the basis of compensation for participation on on-call work (i.e. through additional leave or payment of on-call work allowance) on an annual basis from the date of signing the initial on-call work agreement.

### **6.10 Call Out – Employees Engaged Under the *Engineering Award – State 2002***

Employees engaged under the *Engineering Award – State 2002* who are recalled to work (Monday to Sunday inclusive) will be compensated in respect of each call out as provided under clause 6.9 'Call Back' of the *Engineering Award – State 2002*, provided that these arrangements will include recalls to work Monday to Sunday inclusive.

Further, employees will be entitled to payment for such work from the time of leaving home to commence that work and until they return home from that work, but they must return home within a reasonable time, and payment will be calculated accordingly.

### **6.11 Rural and Remote Area Incentive Scheme**

A management scheme which provides improved benefits in rural and remote areas has application in TMR.

#### **Contribution to the Viability of Rural and Remote Communities:**

TMR is committed to maintaining its contribution to the viability of rural and remote communities in which TMR operates and the quality of its services to those communities. For the purpose of this Agreement, the term 'rural and remote communities' are within the following regions: South West region, Central West region, North West region, Fitzroy region (Emerald only).

#### **Utilization of Local Businesses to Recruit Employees:**

Where practicable, TMR will utilise local businesses or recruit employees from the local area.

#### **Family Education Assistance:**

TMR will continue to support mechanisms for the education of employee's families in rural and remote areas through appropriate policies.

#### **Compensation and Incentive Package:**

TMR maintains a compensation and incentive package for permanent field operational employees working in the above-mentioned regions and subject to this Agreement.

#### **1. The package for permanent field employees will be:**

- (a) A western allowance (this allowance will continue to be paid in addition to the divisional and district parity allowance currently received) payable to permanent field employees located permanently in any of the four rural and remote regions. The Ops Agreement rates per fortnight are:
- i. Central West and North West regions:  
(see Appendix 2) - employee with dependents;  
(see Appendix 2) - employee without dependents.
  - ii. South West and Fitzroy (Emerald only) regions:  
(see Appendix 2) - employee with dependents;  
(see Appendix 2) - employee without dependents.
- (b) Reimbursement of Medical Expenses (guidelines at Appendix 6).
- (c) Subsidised housing based on availability and need housing would be subsidised for the first seven years and then would reduce to zero in the tenth year.
- (d) Specific skilling and training strategies which focus on distance education and training.
- (e) Subject to clause 5.3 the ability to tailor salary packaging to provide specific and cost effective benefits for employees in rural and remote locations.

### **6.12 Radial Allowance**

The daily radial areas allowance as prescribed in clause 8.1.2 '*Radial Areas*' of the *Civil Construction, Operations and Maintenance General Award – State 2003* is to be increased (see Appendix 2) per day. Provided that any increases in the daily radial areas allowance to the award will be absorbed by this amount.

A radial areas allowance will be paid to the above employees who are required to report for duty at a site other than their home depot. The quantum and conditions as set out in clauses 8.1 '*Fares and Travelling Time*', 8.1.2 '*Radial Areas*', 8.1.3 '*Outside Radial Areas*', 8.1.4 '*Travelling Between Radial Areas*', 8.1.5 '*Provision of Transport*' and 8.1.9 '*Daily Entitlement*' contained in the *Civil Construction, Operations and Maintenance General Award – State 2003* shall continue to apply.

### **6.13 Incidental Allowance**

An incidental allowance (see Appendix 2) per night shall be paid to general employees who, as part of their work, are required to stay overnight away from their permanent place of residence. Provided that such employees are not in receipt of an incidental allowance by way of award entitlement.

### **6.14 Caravan Allowance**

Caravan allowance will be paid at the rate (see Appendix 2) per week or (see Appendix 2) per day for periods of less than one week.

### **6.15 Camp Allowance and Additional Camp Allowance**

Camp allowance as prescribed at clause 8.3 '*Camp Allowance or Accommodation*' of the *Civil Construction, Operations and Maintenance General Award – State 2003* will increase to (see Appendix 2) per day.

Additional camp allowance of (see Appendix 2) per day will be paid to employees who are eligible for payment of the camp allowance under clause 8.3 '*Camp Allowance or Accommodation*' of the *Civil Construction, Operations and Maintenance General Award – State 2003*.

The increased camp allowance and additional camp allowance rates will reduce proportionately in future agreements if the award rate for camp allowance is increased by the Queensland Industrial Relations Commission during the period of this Agreement, provided that a total payment of (see Appendix 2) each day will be paid to employees.

### **6.16 Distant Work Arrangements**

These arrangements will apply to employees who are required to stay away from home for work (other than when in a departmental camp) and are in receipt of the allowances contained in the following awards:

- clause 8.2.3(b) '*Living Away From Home - Distant Work*' of the *Civil Construction, Operations and Maintenance General Award – State 2003*; and
- clause 8.1.1(a) '*Distant Work*' of the *Engineering Award – State 2002*.

Notwithstanding the provisions under these clauses in the awards, the following will apply to eligible employees:

- An allowance of (see Appendix 2) per week of seven days but such allowance shall not be wages. In the case of broken parts of the week occurring at the beginning or the ending of the employment on a distant job the allowance shall be (see Appendix 2) per day.

Provided that increases to these allowances in the above awards, by the Queensland Industrial Relations Commission, during the term of this Agreement will be absorbed into these Agreement rates.

### 6.17 Owner Drivers

The Owner Driver Motor Vehicle Hire Rates as contained in Schedule 1 'Owner Drivers' to the *Civil Construction, Operations and Maintenance General Award – State 2003* has been previously enhanced to allow the hiring of vehicles in excess of the tonnages currently shown in Schedule 1 to that award. These rates will only apply to owner drivers located in the Cloncurry, Barcaldine, Roma and Emerald Districts.

For rates for Tip Trucks and Non-Tip Trucks rates see Appendix 2.

A minimum number of 600 kilometres must be performed before the excess kilometres apply.

### 6.18 Specific Preservation Provisions – Employees Engaged Under the *Engineering Award – State 2002*

During EDA 4, agreement was reached between TMR, the AMWU and the ETU on how the variation to the *Engineering Award-State 2002*, operative from 1 September 2000, should be implemented. The parties agreed not to implement all of the variations as some would disadvantage TMR employees.

In accordance with the agreement between the Department and the AMWU and the ETU, the clauses as set out in Appendix 10 are to be interpreted as set out therein. Any quantum mentioned shall be varied in line with variations to the *Engineering Award-State 2002*.

### 6.19 Articulated Vehicle and Trailer Allowance

The parties agree that in lieu of the compensation arrangements as set out within clause 5.3.16 (Articulated vehicles and towing trailers) of the *Civil Construction, Operations and Maintenance General Award –State 2003* the following compensation arrangements (as set out in the table below) will apply for employees required to use articulated vehicles and trailers. (Note: This allowance is related to the towing guidelines/type of towing hitch required for each vehicle).

Coupling Type	Aggregated Trailer Mass (ATM)	Vehicle Registration Gross Vehicle Mass (RGVM)	Allowance as at 1/7/2011 Daily	Allowance as at 1/7/2012 Daily	Allowance as at 1/7/2013 Daily
50mm Ball	<2000kg	Up to 4500kg	\$3.00	\$3.10	\$3.20
50mm Ball	>2000kg & <3500kg	Up to 8000kg	\$5.00	\$5.15	\$5.35
95mm – 127mm Bartlett Ball	>4500kg & >9000kg	Over 8000kg <b><u>Trailer &lt; 9000kg</u></b>	\$10.00	\$10.30	\$10.65
127mm Bartlett Ball	>4500kg	Over 8000kg <b><u>Trailer &gt; 9000kg</u></b>	\$12.50	\$12.90	\$13.30

(Note: The operational requirements which relate to this new allowance may be discussed at the SBU upon certification of this Agreement).

## PART 7 – HOURS OF WORK, ROSTERED DAYS OFF, OVERTIME, SHIFT WORK, WEEKEND WORK

### 7.1 Working on Rostered Days Off

Employees may be requested to work on their Rostered Day Off (RDO) for circumstances that require a full day, or as prescribed in a "Site Specific Arrangement".

If employees are requested to work an RDO, the employees at their discretion, can elect to be paid at Saturday overtime rates or to bank the day on a time for time basis. The employer cannot force the employee to bank an RDO.

Provisions for banking of up to five rostered days off shall be as provided for in the *Civil Construction, Operations and Maintenance General Award - State 2003* or as varied by a site specific agreement.

The parties agree that appropriate consultation shall occur over any programming in regard to the scheduled working of rostered days off. Employees shall not unreasonably be required to work on rostered days off and employees shall not unreasonably withhold agreement to work on rostered days off.

Where a site specific agreement includes a requirement that RDOs be worked and TOILED, the RDOs will be TOILED at overtime rates.

## **7.2 Payout of Rostered Days Off**

An accrued RDO shall be taken within twelve months of its accrual or if not taken shall be paid at overtime rates. However, written agreement may be reached between the employee and local management to extend this period to two years.

In the absence of an agreement with the employee, management will have the discretion to direct employees to take any accrued RDO's upon five working days notice.

## **7.3 Flexible Work Patterns by Mutual Agreement**

The parties agree that existing 38 hour week arrangements at the local level may be subject to review.

The general principles to be applied are:

- No reduction in client service delivery;
- No increase in costs; and
- The use of facilitative provisions (e.g. consultation requirements) as per the relevant award.

## **7.4 Spread of Ordinary Time Hours (All Employees)**

The normal spread of ordinary hours for all employees shall be between 6.00am and 6.00pm provided that the ordinary hours of cooks shall be 5.00am to 8.00pm.

The ordinary hours shall be worked Monday to Friday, except where the ability to work ordinary hours within alternative work patterns is provided by existing award provisions, provided that nothing in the Agreement alters the normal ordinary time hours of employees.

Provided also that nothing in this Agreement alters the provisions of the *Civil Construction, Operations and Maintenance General Award – State 2003* where it provides for the spread of hours to be extended to daylight hours for certain employees in certain specifically defined circumstances.

Provided further that by mutual agreement between management and the majority of employees affected and the local official or officials of the relevant industrial organisations of employees, employees may work in daylight hours and, in all circumstances where work in daylight hours is implemented, the existing spread of twelve hours in which ordinary daily hours are worked shall not be increased.

Managers cannot extend spread of hours to daylight hours unless agreement is reached with the majority of employees affected.

## **7.5 Expansion of Ordinary Time Hours for General Employees**

By agreement of the majority of employees affected, ordinary hours, including night work, may be worked up to ten hours per day and starting and finishing times may be staggered. Provided that only in exceptional circumstances shall the employer require an employee to work overtime beyond ten ordinary time hours per day.

Where agreement with the majority of employees is not reached, management may implement after consultation with the local official or officials of the relevant industrial organisations of employees.

## **7.6 Night Work (Excluding Shift Work)**

Where appropriate, and following agreement of the majority of employees affected, in the circumstances set out below, employees upon seven (7) days notice, may be required to work all or part of their ordinary hours between 6.00pm and 6.00am, Monday to Friday (including either the previous Sunday night or the following Saturday morning), for activities including:-

- Line marking;
- Road and bridge maintenance;
- Traffic system maintenance;
- Surveying;
- Concrete pours in extreme climatic conditions;
- Public road safety works; and
- Restriction of public access to business premises.

Provided that in relation to a response to an emergency or disaster, where urgent repair work is programmed for at least two consecutive nights, the seven days' notification may be waived by agreement of the majority of employees affected and the local official or officials of the relevant industrial organisations of employees.

Any extension to the above circumstances will be by agreement of the majority of employees affected, and with advice to the local official or officials of the relevant industrial organisations of employees.

All such ordinary time hours of work performed between six (6.00) pm and six (6.00) am shall incur a penalty of fifty percent (50%) for all hours so worked. Where employees are required to work ordinary hours prior to midnight on Sunday or after midnight on Friday, those ordinary hours worked shall be paid at a rate equivalent to the relevant overtime rate.

These arrangements will apply to:

- Periods from one (1) week and up to four (4) weeks; and
- Periods beyond four (4) weeks only with the agreement of the majority of employee's affected and local official or officials of the relevant industrial organisations of employees.

The hours of duty shall be inclusive of a thirty (30) minute paid meal break.

Where overtime is worked:

- either prior to following night work; and
- continuous with such night work; and
- between six (6.00) pm and six (6.00) am; and
- within the spread of hours.

It will be paid at double time for the first three (3) hours and double time and a half thereafter.

Provided that overtime worked following and continuous with night work (and incorporating the 50% loading) continuing at 6.00am will be paid at the loaded rate until such overtime ceases.

Provided that only in exceptional circumstances shall the employer require and employee to work overtime beyond the agreed ordinary hours in any one night.

Where an emergency, urgent repair work is done at night, for less than one (1) week, it will be regarded as ordinary daily hours and incur a penalty based on the overtime penalty.

Various scenarios for night work are provided at Appendix 9 '*Night Work Scenarios*' of this Agreement.

## **7.7 Flexible Shift Arrangements for Combined Depots/Work Sites**

Employees working at the same location or adjoining jobs may be required to work shift work in order to maximise the use of plant and to increase productivity. Provided that such work arrangements result in two or more rotating shifts being worked per day on a common roster. Prior to implementation, there is to be consultation with the local official or officials of the relevant industrial organisations of employees.

In such a case, all employees shall be deemed to be shift workers under their relevant award except that the shift times for day, afternoon and night shifts contained in the *Civil Construction, Operations and Maintenance General Award* –

*State 2003*, shall apply to all employees so deemed and the shift penalty shall be fifteen percent (15%) for all hours worked on afternoon or night shifts.

Where agreement is not reached, management may implement shiftwork arrangements after consultation with the local official or officials of the relevant industrial organisations of employees.

### **7.8 Working any five consecutive days out of seven days, Monday to Sunday inclusive**

In the circumstances set out below, by agreement with management, employees and officials of the relevant industrial organisations of employees, employees may work their ordinary hours any five consecutive days out of seven days, Monday to Sunday inclusive.

This will apply:

- (a) For road works, where undertaking work on Saturday and/or Sunday can provide:
- Improved productivity through better access to roads when traffic volumes are lower;
  - Significant reductions in traffic disruption/delay;
  - Reduced disruption of access to business or education premises;
  - Reduced exposure to safety hazards for workers; and/or
  - Less night time noise in urban residential areas (where work might otherwise be done at night).
- (b) In workshops, where employees are required to maintain or repair plant and equipment on days when construction or maintenance crews are not working to minimise down-time on site; or workshops, laboratories or offices, where necessary, to support construction and maintenance needs in circumstances as outlined in (a) above.

Specifically, this provision applies primarily for “on-road” works which disrupt normal traffic flow and access to adjacent business premises (for example, payment works), rather than “off-road” activities which do not interfere with traffic movements (for example, signage and roadside drainage works). It is intended to apply on roads where large traffic volumes on weekdays (Monday to Friday) restrict the extent of lane closures possible and where lower traffic volumes on weekends would allow safer, more productive and/or less disruptive road works to be undertaken. This particularly applies to major urban roads that have significant commuter traffic on weekdays. All ordinary hours worked between midnight Friday and midnight Sunday shall incur a penalty based on the weekend overtime rate where an award does not prescribe weekend penalty rates. In all other cases, the appropriate Saturday and/or Sunday weekend penalty rate in the relevant award will apply.

### **7.9 Aggregated Hours**

In isolated or remote circumstances, or where climatic factors would substantially disrupt work, by mutual agreement between a majority of employees affected and management, provided there is prior notification to the local official or officials of the relevant industrial organisation of employees, employees may work their total hours by varied weekly hours through a period of work cycles up to twelve months or less. Provided the maximum ordinary hours an employee may work is ten hours per day, five days per week. Provided further that total ordinary hours must be worked within a period of not less than nine months for a twelve month work cycle, or proportionately in respect to ordinary hours less than twelve months (e.g. six months work in a period of not less than four and half months).

Where hours in excess of the agreed hours are worked, overtime will accrue and be paid or taken as TOIL consistent with this Agreement.

Provided that at the end of any twelve month period employees must have:

- Worked their total ordinary annual hours;
- Been paid for their total ordinary annual hours; and
- Acquitted any excess hours by taking TOIL.

Before a particular work cycle commences, a roster that provides for the total ordinary weekly hours of work over the cycle, including time-off provisions shall be agreed between management and a majority of employees affected. Provided that overtime/penalty rates would apply to work in excess of the agreed ordinary hours of duty.

Any changes to an aggregated roster must be negotiated with all affected employees and a majority of two thirds of those affected must be gained before any changes can be implemented.

A transparent and effective ballot process will be implemented and should include a minimum of two returning officers elected to conduct the ballot. Each returning officer shall initial all ballot papers before they are distributed to

employees for voting purposes. When the ballot papers are returned they shall account for all of the ballot papers issued – including spares. They should also satisfy themselves that all ballot papers carry their initials.

The eligibility to partake in the vote will be determined by the SBU. It is further agreed that during the “time off” period established under this provision any requirement to provide labour to fulfil TMR requirements/work commitments current permanent employees on “time off” shall be given the opportunity to fulfil the requirement prior to any casuals/labour hire companies being engaged.

The SBU agrees to consider any cases other than those outlined, where it can be proven that productivity should be increased.

The SBU is to be informed of any application of this initiative and will monitor the use of aggregated hours to ensure employees are not disadvantaged.

#### **7.10 Aggregated Hours of Work Arrangements – Cairns and Cape York**

In respect to the aggregated hours of work arrangements of employees engaged at Cairns and Cape York and undertaking higher duties for at least eighteen weeks (75%) of the twenty-four week period shall be entitled to one hundred and eight aggregated hours at the higher duties level.

Further in respect of Cairns and Cape York, the payment of aggregated hours during the period January to March will be at the rates of 1.2 times (120%) of the employees' salary.

#### **7.11 Rostering Review**

1. TMR will review the roosting arrangements for those employees engaged on a 38 hour a week arrangement during the life of the Ops Agreement. Such a review will encompass piloting shift arrangements beyond eight hours per day.
2. Potential piloting arrangements could include shifts of greater than 8 hour shifts, 12 hour shifts or other arrangements with a view of creating a better alignment between resources and service delivery demands.
3. Workplace health and safety and the Department’s duty of care to its’ employees, as reflected in TMR’s Workplace Fatigue Management Policy, are to be key considerations in designs of pilots and evaluation of review outcomes, as well as a consideration of the possible impact upon family responsibilities.

### **PART 8 – LEAVE OF ABSENCE AND PUBLIC HOLIDAYS**

#### **8.1 Cultural Leave**

Any employee who is legitimately required by Aboriginal or Torres Strait Islander tradition to be absent from work for Aboriginal ceremonial purposes or Torres Strait Islander ceremonial purposes shall be entitled to five days unpaid Cultural Leave per calendar year. This leave is not cumulative. These days may include, but will not be limited to: tombstone openings, smoking of houses, initiation ceremonies, National Aborigines and Torres Strait Islanders Observance Day, Coming of the Light, or to attend other such ceremonies deemed by the Elders to be significant.

These days may be accessed as leave without pay or accessed as any other leave entitlement e.g. Rostered Day Off (RDO), Accrued Day Off (ADO), TOIL, or Recreation Leave.

#### **8.2 Bone Marrow Donor Leave**

A full-time or part-time employee who is absent during ordinary working hours for the purpose of donating bone marrow, or for the purpose of undertaking a blood test as part of the process of becoming a registered bone marrow donor, will not suffer any deduction of pay up to a maximum of:

- Two hours on not more than two occasions for the purpose of blood testing as part of the process of becoming a registered bone marrow donor; and
- Three days on any occasion that a bone marrow donation is given.

In relation to blood testing as part of the process of becoming a registered bone marrow donor, employees must arrange for the absence from work to be on a day suitable to their manager and the absence must be as close as possible to the beginning or ending of the employees' ordinary working hours.

*The Australian Red Cross Blood Service guidelines include the following advice on Hazardous Occupations and First Time Donors:*



- *There are various occupations/activities to which donors should not return for a specific period after donating because a delayed reaction may be hazardous. First time donors or donors with a previous history of fainting should be advised not to donate and perform a hazardous occupation/activity on the same day.*
- *Drivers of heavy/public transport vehicles - recommended eight hours before returning to work.*

In relation to bone marrow donations, employees must provide their manager with as much notice as is possible of requested bone marrow donation.

So far as is possible employees must make arrangements for a bone marrow donation so as to minimise the absence from work.

Proof of attendance of the employees at either blood test or bone marrow donation and the duration of the blood test or the bone marrow donation must be provided to their manager.

## **PART 9 - TRANSFERS, TRAVELLING AND WORKING AWAY FROM USUAL PLACE OF WORK**

### **9.1 Travel Arrangements Including Return Travel at Agreed Intervals**

Employees engaged under the *Civil Construction, Operations and Maintenance General Award – State 2003* who are performing work in accordance with clause 8.2 'Living Away From Home – Distant Work' or clause 8.3 'Camp Allowance or Accommodation' of that award will be eligible for travel from the employees' depot to the project and return in the employer's time and at the cost to the employer or on paid travel time as follows:

- In the case of remote locations, that is isolated Cape York Peninsula communities and Torres Strait Islands or projects where the programmed working of weekend overtime does not occur, employees will be normally accorded one return trip back from the job to the depot once every six weeks.
- Further, excluding the cases of remote locations, employees should be accorded a minimum of one return trip from the project to the depot and return every four weeks where the project is outside a radius of 300 km of the employees' depot and fortnightly where the project is situated between 100 km and 300 km from the employees' depot.

The employer, employees and the industrial organisations of employees who are parties to this Agreement may establish further enhanced arrangements including issues such as increased rates of return, means of transport and project accommodation through the establishment of site-specific agreements in accordance with the guidelines contained in Appendix 4 'Guidelines On Site-Specific Arrangements' of this Agreement.

### **9.2 Safe Storage of Employees' Vehicles**

Where employees are required by management to leave their private vehicles unattended at a TMR location, other than the employees' principle town of residence, and the employees are then transported to a camp situation etc in departmental vehicles for a period in excess of three (3) days, the following minimum storage standards will apply:

- Secure compound area, e.g. fenced depot yard; and
- Solid overhead cover, e.g. shed or carport type roof.

This provision does not apply to any vehicle available to the department on a hire basis.

### **9.3 Relocation Arrangements**

Except where transfer expenses are payable in accordance with a directive relating to transfer and appointment expenses and issued by the Minister responsible for industrial relations in accordance with Section 54 of the *Public Service Act 2008*, relocation expenses shall be payable to employees who agree to transfer between depots, workshops, and laboratories or work sites.

Where there is a substantial reduction in the work available for employees based at a particular depot or work site, and where the employer agrees, an employee may elect to transfer to another depot or work site where the available work exceeds the capacity of the existing size of the workforce at that depot or work site. Where practicable, a period of at least one month shall be available to the employee before the employee is required to make decisions.

Where an agreed transfer reasonably requires the employee to relocate their place of residence to a different town or city from where previously resided in, a relocation package will be provided as follows:

- Fares for employee, spouse and family; or

- Mileage at standard rates, and meals en route for employee, spouse and family at standard rates; and
- Travelling time for the employee on full pay (based on 500 kilometres per day); and
- Removal of personal effects on a case-by-case basis (i.e. according to the specific needs of individuals); and
- Temporary accommodation for employee, spouse and family at an approved hotel or motel for a maximum of one month.

(Note: These arrangements are in addition to the mandatory transfer provisions prescribed at clause 8.1 'Fares and Travelling Time' of the *Civil Construction, Operations and Maintenance General Award – State 2003*)

#### **9.4 Where employees are prevented, due to the occurrence of natural disasters, from returning home from working in remote areas**

Where due to natural disasters for example severe weather conditions such as floods, and employees are prevented from returning home while working in remote areas, special consideration may be given to the granting of paid leave in accordance with the Directive issued by the Minister for Industrial Relations '*Special Leave*' as issued and amended under section 54 of the *Public Service Act 2008* in recognition of time spent delayed from returning home.

For example where employees must stay, over a weekend, in a TMR camp because of floods cutting roads, TMR may grant to such employees two days paid leave to be taken within twelve months of the granting of such leave.

#### **9.5 Commence work at job site (Depot-based employees)**

Employees who are normally engaged or normally report for work at a depot, workshop or laboratory, may be required to report direct to an alternative work site.

Where employees are required to report directly to an alternative job site, any travel time in excess of the normal travel time between the employees' home and their usual depot, workshop or laboratory shall be paid for at ordinary rates.

Employees who are required to use their own motor vehicle or motor cycle to travel directly to an alternative job site shall be paid the appropriate kilometre allowance as prescribed in the applicable award for that part of the trip that exceeds the distance between the employees' home and their usual depot, workshop or laboratory.

Guidelines on '*Commencing Work at an Alternative Work Site*' are attached at Appendix 3 of this Agreement and address issues such as reimbursement of additional costs and any special site arrangements required (e.g. car parking).

Where agreement is not reached, management may implement after consultation with the local official or officials of the relevant industrial organisations of employees.

(Note: The relevant provisions of clause 8.1 '*Fares and Travelling Time*' of the *Civil Construction, Operations and Maintenance General Award – State 2003* shall continue to apply to employees employed under such award.)

## **PART 10 - FITNESS FOR WORK**

### **10.1 Sick Leave Monitoring**

The parties agree to work towards reducing the average annual sick day absences per employee by 1.5 days over the life of the Agreement.

The parties agree that use of sick leave will be monitored over the life of the Agreement. The aim of this procedure will be to reduce the usage of sick leave by 1.5 days per employee over the life of the Agreement.

The sick leave monitoring system will focus on an educational program, which addresses the role of the supervisor, control measures, employee wellness and assistance.

The parties agree to work together to develop strategies to reduce the incidence of excessive sick leave taken by employees within divisions of the Department covered by this Agreement.

### **10.2 Absence from Duty**

In order to help to ensure the continuity of work flows within the workplace, individual employees are responsible for notifying their supervisor of their intended absence from duty as soon as practicably possible.

When taking sick leave the employee should, by the end of the first hour of the first day, or shift of such absence, inform their supervisor of their inability to attend for duty. If it is not reasonably possible to inform their supervisor within this period of time, the employee must inform the supervisor within the ordinary hours of the first day or shift of such absence.

The notice must include the reasons for taking such leave, and the estimated length of such absence.

In normal circumstances it shall not be necessary for an employee to produce a medical certificate if the employee's absence from work on account of illness does not exceed three (3) consecutive working days.

Where an employee has a record of recurring and/or excessive sick leave, the following will occur:-

- The supervisor will discuss with the employee their unsatisfactory absence, and where possible, identify and agree upon strategies to assist the employee to minimise the taking of leave; and
- If a pattern of excessive sick leave continues, the employee may be required by the supervisor to produce a medical certificate or such other evidence acceptable to the department for every day of paid sick leave requested by the employee.

### **10.3 Review of Unplanned Absences**

During the first twelve months of the Agreement being operative, the Department will undertake a thorough review of unplanned absences across the business.

The review will focus upon identifying:

- Geographical areas where absences are most common
- Days of the week most commonly used
- Distribution of absence levels across the workforce.

Within six months of the completion of the review, the Department, in consultation with the SBU, will develop strategies to achieve a 10% reduction in unplanned absences across the business.

### **10.4 Abandonment of Employment**

The absence of an employee from work for a continuous period exceeding three (3) working days without the consent of the Department and without notification to the Department shall be prima facie evidence that the employee has abandoned their employment with the Department.

Provided that, if within a period of fourteen (14) days from their last attendance at work or the date of their last absence in respect of which notification has been given or consent has been granted, an employee has not established to the satisfaction of the Department that they were absent for reasonable cause, they shall be deemed to have abandoned their employment.

Termination of employment by abandonment in accordance with this clause shall operate as from the date of the last attendance at work or the last day's absence in respect of which consent was granted or the date of the last absence in respect of which notification was given to the Department, whichever is the latter.

### **10.5 Alcohol in the Workplace**

The parties to this Agreement are committed to providing a safe, healthy and productive work environment. Alcohol use or abuse that places this environment at risk is not to be tolerated.

The Department will apply in consultation with the SBU, within 6 months of the date of certification of this Agreement, an alcohol policy/procedure on Department worksites covered by this Agreement. This policy/procedure includes the provision to undertake random alcohol testing at worksites covered by this Agreement, in respect of the following:-

- department employees
- workers under the department's direction
- contractors and their employees
- visitors.

Further, the policy and procedure outlines the following but is not limited to:-

- the fitness for work levels and expectations
- regime/means of testing
- counselling and discipline.

Also the parties agree that a key aim of this initiative is to ensure that no one will enter or work on a department worksite if they are (as defined by the policy/procedure) under the influence of or affected by alcohol.

Each employee that may be covered by the alcohol policy/procedure will be given ready access to the policy and procedure and will be given training in respect to this policy and procedure.

## **PART 11 - TRAINING AND RELATED MATTERS**

### **11.1 Construction Worker Progression Program**

The Construction Worker Progression Program (CWPP) provides a career path comprised of national recognised competencies for RoadTek staff operating under the *Civil Construction, Operations and Maintenance General Award – State 2003*.

Detailed information describing the operation of CWPP is contained in the following workbooks or amendments there to:

- Business Rules (Module One)
- User Guide (Module Two)

#### **11.1.1 Previous EDA Initiatives**

The parties agreed to the implementation of the following initiatives during EDA6:

- Mixed functions provisions (where an employee is undertaking work at a higher classification level) shall be consistent with the relevant provisions contained within the *Civil Construction, Operations and Maintenance General Award – State 2003*.
- All employees engaged at levels below CW5 (other than apprentices and trainees) will be identified and progression opportunities to CW5 will be expedited.
- Employee performance assessments were removed from the scheme.
- Appropriate appeals mechanisms relating to assessment and classification decisions were implemented.
- Industrial organisations of employees became involved in the on-going administration of the scheme through participation in the Construction Worker Development Committee (CWDC).

#### **11.1.2 CWPP Review Outcomes**

As agreed in EDA6, an external review of the program was undertaken and a report provided to relevant parties. The report commented that the program "represents a sophisticated training model that formally links the achievement of nationally accredited qualifications to industrial relations framework".

The report recommended several key enhancements to the program including:

- Improving worker knowledge;
- Improving record keeping;
- Ensuring the appointment of a Workplace Trainer in every centre;
- Electing two Worker Representatives in each centre, covering maintenance and construction;
- That the CWDC undertake a review of the Business Rules, Competency Library, and points allocation.

A project to implement all of the above recommendations was undertaken and completed in 2007.

### **11.2 Graduate and Trainee Employment Program**

TMR recognises the value of "growing our own" capability through the Graduate, Trainee Employment Program (GTEP) for the employment of graduates, cadetships, apprenticeships, trainees and external scholarship holders.

Subject to business needs TMR will continue to expand this employment program with a targeted focus on those skills and key occupation groups necessary to build capability for delivery of the increased roads program.

### **11.3 Wage Maintenance and Improved Pay Rates for Adult Apprentices and Trainees**

An existing TMR employee offered an apprenticeship or traineeship within the Department will be paid their existing hourly rate of pay at commencement of the apprenticeship or traineeship in conjunction with the Ops Agreement wage increases or the following rates of pay, whichever is higher:-

- C11 – where engaged under the *Engineering Award – State 2002*; or
- CW04 – where engaged under the *Civil Construction, Operations and Maintenance General Award – State 2003*.

In cases where an external candidate is offered an apprenticeship or traineeship with the Department and the candidate is 21 years of age or older at the time of commencement, the new apprentice or trainee will be paid the following rates of pay:

- C11 – where engaged under the *Engineering Award – State 2002*; or
- CW04 – where engaged under the *Civil Construction, Operations and Maintenance General Award – State 2003*.

An existing TMR apprentice or trainee who turns 21 years of age during the term of the apprenticeship/traineeship will be paid the following rates of pay:

- C11 – where engaged under the *Engineering Award – State 2002*; or
- CW04 – where engaged under the *Civil Construction, Operations and Maintenance General Award – State 2003*.

## **PART 12 - OCCUPATIONAL HEALTH AND SAFETY AND AMENITIES**

### **12.1 Purpose and Scope**

Part 12 of this Agreement prescribes guidelines on provision of amenities necessary to ensure a safe and healthy working environment for all employees at RoadTek workplaces. This is to be applied to all RoadTek workplaces including construction sites, maintenance work, depots, offices, workshops and laboratories.

#### **12.1.1 Background**

Workplace amenities are an important component of a safe and healthy workplace. Amenities, depending on the type of workplace and the work, may include:

- toilets
- hand washing facilities
- drinking water
- dining facilities
- dressing rooms
- showers
- first aid
- lighting
- ventilation
- work areas and airspace
- shade

#### **12.1.2 Definition - Outdoor workplaces**

Includes all outdoor work areas such as road and bridge maintenance, survey work, soil testing, and line marking but does not include construction sites, which are detailed at clause 12.2 '*Amenities Standards – Construction Sites*' of this Agreement.

#### **12.1.3 Procedure**

All workplaces must provide and maintain adequate amenities in a hygienic, safe and serviceable condition, and ensure that there is a system in place for inspecting and cleaning the amenity. The inspection of amenities should be included in regular workplace inspections.

An amenity must be at a location reasonably convenient to the employee and the employee's use of the amenity must not be unreasonably restricted. All RoadTek workplaces will be provided with amenities as outlined at clauses 12.2, 12.3 and 12.4 of this Agreement.

## **12.2 Amenities Standards - Construction Sites**

### **12.2.1 Toilets**

A toilet must be provided, within the site boundaries, prior to work commencing. There will be at least one toilet per fifteen employees. If there is no sewerage or septic connection, it may be a portable toilet.

### **12.2.2 Room or sheltered area to eat meals**

An area for eating meals will be provided with adequate seating and facilities for washing utensils, boiling water and food storage.

### **12.2.3 Washing facilities and drinking water**

Water will be provided for washing and potable, cool drinking water will be available. Supply of drinking water is important in minimising the risk of heat related illnesses. In this regard, refer to RoadTek's procedure '*Working in Hot Environments*'.

### **12.2.4 First Aid**

First aid equipment must be provided that is accessible for all employees. To decide on the most appropriate equipment, a risk assessment should be conducted taking into account the type of work, location of work and number of employees.

### **12.2.5 Shade**

Adequate shade shall be provided for rest breaks and also where possible for carrying out work. The preferred option should be 'Quikshade' or similar portable structure. Refer to RoadTek's procedure '*Working in Hot Environments*'.

### **12.2.6 Other**

Additional amenities may be required depending on the type of work, for example, showers, dressing rooms where employees are exposed to contaminants such as lead. These will be provided on the basis of a site specific risk assessment.

## **12.3 Amenities Standards - Other Outdoor Workplaces**

### **12.3.1 Toilets**

For maintenance work a toilet must be reasonably available, and if outside the work site, transport must be provided to access the toilet.

### **12.3.2 Sheltered area to eat meals**

A sheltered area for eating meals or taking breaks will be provided within a reasonable distance and transport provided to access the area.

### **12.3.3 Washing facilities and drinking water**

Water and cleansing agent will be provided for washing hands. Potable cool drinking water will be available and provision made that employees do not have to share drinking containers. This may be the same water supply.

### **12.3.4 First Aid**

First aid equipment must be provided that is accessible for all employees. To decide on the most appropriate equipment, a risk assessment should be conducted taking into account the type of work, location of work and number of employees.

### **12.3.5 Shade**

Adequate shade shall be provided for rest breaks and also where possible for carrying out work. The preferred option should be 'Quikshade' or similar portable structure. Refer to RoadTek's procedure '*Working in Hot Environments*'.

### **12.3.6 Other**

Additional amenities may be required depending on the type of work, for example, showers, dressing rooms where workers are exposed to contaminants. These will be provided on the basis of a site specific risk assessment.

## **12.4 Amenities Standards - Buildings including depots, offices, workshops and laboratories**

All buildings must provide the following amenities:

#### **12.4.1 Amenity Standard Toilets**

A toilet and wash basin must be provided in sufficient quantities for the number of employees.

#### **12.4.2 Dining facilities**

Dining facilities will be provided that include a sink, hot and cold water, fridge and food storage cupboard. If employees cannot eat in their work area, tables will be provided.

#### **12.4.3 Dressing rooms**

Where employees need to change their clothes at work because of the type of work they carry out, dressing rooms will be provided. Lockers should also be provided.

#### **12.4.4 Washing facilities and drinking water**

Water will be provided for washing and potable, cool drinking water will be available.

#### **12.4.5 Showers**

Showers are required if the employees will be placed at a health and safety risk because of the work they do, if they do not shower at work.

#### **12.4.6 Lighting**

Adequate lighting from natural and/or artificial sources must be provided to ensure healthy working conditions appropriate to the nature of the work, the location of the work and the times at which the work is performed.

#### **12.4.7 Ventilation**

A space in the building used by a worker must be provided with means of ventilation.

#### **12.4.8 Work areas and air space**

Adequate work areas and air space must be made reasonably available to allow suitable standards of health and safety for the employees.

#### **12.4.9 First Aid**

First aid equipment must be provided that is accessible for all workers. To decide on the most appropriate equipment, a risk assessment should be conducted taking into account the type of work, location of work and number of employees.

### **PART 13 - AGREEMENT COMPLIANCE AND UNION RELATED MATTERS**

#### **13.1 ILO Conventions**

TMR as an employer recognises its obligations to give effect to international labour standards including freedom of association, employees' representatives, collective bargaining and equality of opportunity for all public sector employees.

#### **13.2 Collective Industrial Relations**

TMR acknowledges that structured, collective industrial relations will continue as a fundamental principle of the Agreement. The principle recognises the important role of industrial organisations of employees and the traditional high levels of membership in industrial organisations of employees by employees of TMR. It supports constructive relations between management and industrial organisations of employees and recognises the need to work collaboratively with relevant industrial organisations of employees and employees in an open and accountable way.

TMR as an employer recognises that membership of industrial organisations of employees and coverage issues are determined by the provisions of the *Industrial Relations Act 1999* and any determinations of the Queensland Industrial Relations Commission.

TMR is committed to collective agreements and will not support non-union agreements, Queensland Workplace Agreements or Australian Workplace Agreements.

Consistent with principles established by a full bench of the Queensland Industrial Relations Commission, TMR will agree to support the “rolling up” of certified agreement wage rates into the relevant awards.

### **13.3 Union Encouragement**

TMR recognises the right of individual employees to join an industrial organisation of employees and will encourage that membership. This is consistent with the *'Statement of Policy on Union Encouragement'* issued by the Full Bench of the *Queensland Industrial Relations Commission (2000) 165 QGIG 221* that encourages employees to join and maintain financial membership of industrial organisations of employees. However, it is also recognised that membership in industrial organisations of employees remains at the discretion of individual employees.

An application for membership in industrial organisations of employees and information on the relevant industrial organisations of employees will be provided to all employees at the point of engagement.

Information on the relevant industrial organisations of employees will be included in induction materials.

Representative(s) of industrial organisations of employees will be provided with the opportunity to discuss membership in industrial organisations of employees with new employees.

Where requested by the relevant industrial organisations of employees, the department will provide payroll deduction facilities for subscriptions to those organisations.

### **13.4 Workplace Consultation**

The parties agree that genuine workplace consultation is an inherent feature of this Agreement. It has been agreed that two compulsory workplace consultation meetings shall be held in each calendar year. Attendance at these meetings shall be mandatory for all employees. Wherever possible, the venue for the meetings shall be the designated depot in each regional area.

Representatives (officials or delegates) of industrial organisations of employees shall be invited to these consultative meetings and shall be invited to address employees on various issues including:

- (a) Discuss membership in industrial organisations of employees with field staff employees;
- (b) Discuss other relevant matters with field staff employees as a way of communicating issues affecting industrial organisations of employees.

A calendar of consultation meetings shall be developed in consultation with industrial organisations of employees for the following twelve month period.

The parties recognise that changes will occur in the workplace during the life of this Agreement, and agree that work practices and arrangements may be varied subject to:

- (a) Consultation with affected employees and the relevant industrial organisations of employees and agreement of the majority of affected employees before any significant workplace change is implemented;
- (b) Information relating to workplace change will be given to employees;
- (c) Parties are not to unreasonably withhold agreement, however, where agreement cannot be reached the parties may access the disputes process outlined in clause 3.2 *'Disputes Avoidance and Settlement Procedures'* of this Agreement; and
- (d) If necessary, arbitration by the Queensland Industrial Relations Commission.

### **13.5 Union Delegates**

TMR acknowledges the constructive role that democratically elected delegates of industrial organisations of employees undertake in the workplace in relation to the activities of those organisations and that support and assist members. That role will continue to be formally recognised, accepted and supported.

TMR employees will continue to be given full access to delegates/officials of industrial organisations of employees during working hours to discuss any employment matter or seek advice from those organisations, provided that service delivery is not disrupted and work requirements are not unduly affected.

Provided that service delivery and work requirements are not unduly affected, delegates will continue to be provided convenient access to facilities for the purpose of undertaking the activities of industrial organisations of employees. Such facilities include: telephones, computers, e-mail, photocopiers, facsimile machines, storage facilities, meeting



rooms and notice boards. It is expected that management and delegates will take a reasonable approach to the responsible use of such facilities for information and communication purposes.

Subject to the relevant employee's written approval and any confidentiality provisions, delegates may request access to documents and policies related to a member's employment.

### 13.6 Industrial Relations Education Leave

Industrial relations education leave is paid time off to acquire knowledge and competencies in industrial relations. Such knowledge and competencies can allow employees to effectively participate in consultative structures, perform a representative role and further the effective operation of grievance and dispute settlement procedures.

Employees may be granted up to five working days (or the equivalent hours) paid time off (non-cumulative) per calendar year to attend industrial relations education sessions, approved by the chief executive (or delegate) of TMR.

Educational leave, over and above five working days non-cumulative (or the equivalent hours) in any one calendar year, may be granted where approved structured employees' training courses involve more than five working days (or the equivalent). Such leave will be subject to consultation between the chief executive (or delegate) of TMR, the relevant industrial organisation of employees and the employee.

Upon request and subject to approval by the chief executive (or delegated authority) of the agency, employees may be granted paid time off in special circumstances to attend Management Committee Meetings, Union Conferences and ACTU Congress.

The granting of industrial relations education leave or any additional leave should not impact adversely on service delivery, work requirements or the effectiveness and efficiency of the agency/work unit concerned. At the same time such leave shall not be unreasonably refused.

At the discretion of the Director-General of TMR employees may be granted special leave without pay to undertake work with their industrial organisations of employees. Such leave will be in accordance with the Minister for Industrial Relations directive relating to '*Special Leave*' issued and amended under section 54 of the *Public Service Act 2008*. Conditions outlined in the '*Special Leave*' Directive that provide for the employees' return to work after unpaid leave will be met.

### SIGNATORIES

Signed for and on behalf of **Queensland Department of Transport and Main Roads**..... David Stewart  
In the presence of ..... Emma Thomas

Signed for and on behalf of The Australian Workers' Union of Employees, Queensland ..... William Ludwig  
In the presence of:..... Elaine Martin

Signed for and on behalf of Federated Ironworkers Association of Australia  
(Queensland Branch) Union of Employees ..... Troy Spence  
In the presence of..... Karen C. Mitchell

Signed for and on behalf of the Automotive, Metals, Engineering,  
Printing and Kindred Industries Industrial Union of Employees, Queensland ..... Brian Devlin  
In the presence of:..... Ann-Marie Allan

Signed for and on behalf of the Federated Engine Drivers' and Firemens'  
Association of Queensland, Union of Employees ..... Michael Ravbar  
In the presence of:..... Kathleen Nettleton

Signed for and on behalf of The Construction, Forestry, Mining and Energy,  
Industrial Union of Employees, Queensland ..... Michael Ravbar  
In the presence of:..... Kathleen Nettleton

Signed for and on behalf of The Electrical Trades Union of Employees Queensland..... Keith McKenzie  
In the presence of:..... S. Reichman

Signed for and on behalf of Together Queensland, Industrial Union of Employees ..... Alex Scott  
In the presence of:..... Ken McKay

Signed for and on behalf of the Transport Workers' Union of Employees  
(Queensland Branch) ..... Scott Connolly

In the presence of:..... M. Cerrato

## APPENDIX 1 – PAY RATES

### Engineering Award – State 2002

Remuneration is in fortnightly rates

Classification		Base Pay at 30/06/2011	Column A 01/07/2011 to 30/06/2012	Column B 01/07/2012 to 30/06/2013	Column C 01/07/2013 to 30/06/2014
Apprentice 40%	40%	\$660.00	\$684.00	\$708.00	\$732.00
Apprentice 55%	55%	\$907.40	\$940.40	\$973.40	\$1,006.40
Apprentice 75%	75%	\$1,237.40	\$1,282.40	\$1,327.40	\$1,372.40
Apprentice 90%	90%	\$1,485.00	\$1,538.90	\$1,592.90	\$1,646.90
C14	1	\$1,426.00	\$1,486.00	\$1,546.00	\$1,606.00
C13	1	\$1,458.00	\$1,518.00	\$1,578.00	\$1,638.00
C12	1	\$1,515.50	\$1,575.50	\$1,635.50	\$1,695.50
C11	1	\$1,568.70	\$1,628.70	\$1,688.70	\$1,748.70
C10	1	\$1,649.80	\$1,709.80	\$1,769.80	\$1,829.80
C09	1	\$1,703.60	\$1,763.60	\$1,823.60	\$1,883.60
C08	1	\$1,759.50	\$1,819.50	\$1,879.50	\$1,939.50
C07	1	\$1,821.10	\$1,881.10	\$1,941.10	\$2,001.10
C06	1	\$1,966.10	\$2,026.10	\$2,086.90	\$2,149.60
C05	1	\$2,040.20	\$2,101.50	\$2,164.60	\$2,229.60
C04	1	\$2,117.80	\$2,181.40	\$2,246.90	\$2,314.40
C03	1	\$2,268.10	\$2,336.20	\$2,406.30	\$2,478.50
C02(B)	1	\$2,494.70	\$2,569.60	\$2,646.70	\$2,726.20
C02(A)	1	\$2,343.40	\$2,413.80	\$2,486.30	\$2,560.90
C10 SV1	1	\$1,939.10	\$1,999.10	\$2,059.10	\$2,120.90
C10 SV2	1	\$1,853.20	\$1,913.20	\$1,973.20	\$2,033.20
C09 SV1	1	\$2,031.60	\$2,092.60	\$2,155.40	\$2,220.10
C09 SV2	1	\$1,929.90	\$1,989.90	\$2,049.90	\$2,111.40
C08 SV 1	1	\$2,123.40	\$2,187.20	\$2,252.90	\$2,320.50
C08 SV 2	1	\$2,008.60	\$2,068.90	\$2,131.00	\$2,195.00
C07 SV1	1	\$2,215.90	\$2,282.40	\$2,350.90	\$2,421.50
C07 SV2	1	\$2,089.90	\$2,152.60	\$2,217.20	\$2,283.80
C06 SV1	1	\$2,398.40	\$2,470.40	\$2,544.60	\$2,621.00
C06 SV2	1	\$2,261.00	\$2,328.90	\$2,398.80	\$2,470.80
C05 SV 1	1	2,489.00	\$2,563.70	\$2,640.70	\$2,720.00
C05 SV 2	1	2,346.30	\$2,416.70	\$2,489.30	\$2,564.00
C04 SV1	1	2,583.60	\$2,661.20	\$2,741.10	\$2,823.40
C04 SV2	1	2,435.40	\$2,508.50	\$2,583.80	\$2,661.40
C03 SV1	1	2,767.20	\$2,850.30	\$2,935.90	\$3,024.00
C03 SV2	1	2,608.40	\$2,686.70	\$2,767.40	\$2,850.50

NB An apprentice or trainee at age 21 shall be entitled to receive the rate of a C11 (refer clause 11.3 of this Agreement).

## Civil Construction, Operations and Maintenance General Award – State 2003

Remuneration is in fortnightly rates

Classification		Base Pay at 30/06/2011	Column A 01/07/2011 to 30/06/2012	Column B 01/07/2012 to 30/06/2013	Column C 01/07/2013 to 30/06/2014
S/T <96	1	\$1,623.70	\$1,683.70	\$1,743.70	\$1,803.70
CCTRAIN 01	68%	\$1,122.00	\$1,162.80	\$1,203.60	\$1,244.40
CCTRAIN 02	78%	\$1,287.00	\$1,333.80	\$1,380.60	\$1,427.40
CCTRAIN 03	90%	\$1,485.00	\$1,539.00	\$1,593.00	\$1,647.00
CW NEW	1	\$1,490.00	\$1,550.00	\$1,610.00	\$1,670.00
CW01	1	\$1,522.00	\$1,582.00	\$1,642.00	\$1,702.00
CW02	1	\$1,543.50	\$1,603.50	\$1,663.50	\$1,723.50
CW03 >96	1	\$1,580.00	\$1,640.00	\$1,700.00	\$1,760.00
CW03 <96	1	\$1,567.90	\$1,627.90	\$1,687.90	\$1,747.90
CW04	1	\$1,607.50	\$1,667.50	\$1,727.50	\$1,787.50
CW05	1	\$1,650.00	\$1,710.00	\$1,770.00	\$1,830.00
F'SET<96	1	\$1,671.80	\$1,731.80	\$1,791.80	\$1,851.80
CW06	1	\$1,704.00	\$1,764.00	\$1,824.00	\$1,884.00
CW06 FMN	1	\$1,707.00	\$1,767.00	\$1,827.00	\$1,887.00
CW07	1	\$1,759.70	\$1,819.70	\$1,879.70	\$1,939.70
CW08	1	\$1,821.80	\$1,881.80	\$1,941.80	\$2,001.80
CW09	1	\$1,891.80	\$1,951.80	\$2,011.80	\$2,072.20
CW10	1	\$1,960.00	\$2,020.00	\$2,080.60	\$2,143.10
CW11	1	\$2,042.80	\$2,104.10	\$2,167.30	\$2,232.40
CW12	1	\$2,118.00	\$2,181.60	\$2,247.10	\$2,314.60
CW13	1	\$2,193.40	\$2,259.30	\$2,327.10	\$2,397.00
CW14	1	\$2,268.40	\$2,336.50	\$2,406.60	\$2,478.80

NB An apprentice or trainee at age 21 shall be entitled to receive the rate of a CW04 (refer clause 11.3 of this Agreement).

## Building Trades Public Sector Award – State 2002

Remuneration is in fortnightly rates

Classification		Base Pay at 30/06/2011	Column A 01/07/2011 to 30/06/2012	Column B 01/07/2012 to 30/06/2013	Column C 01/07/2013 to 30/06/2014
BT 1	1	\$1,649.80	\$1,709.80	\$1,769.80	\$1,829.80
BT 2	1	\$1,732.30	\$1,792.30	\$1,852.30	\$1,912.30
BT 3	1	\$1,814.80	\$1,874.80	\$1,934.80	\$1,994.80

## APPENDIX 2 – REIMBURSEMENTS AND ALLOWANCES

REIMBURSEMENT /ALLOWANCE	Rates at  30/06/2011	Column A	Column B	Column C
		01/07/2011  to 30/06/2012	01/07/2012  to 30/06/2013	01/07/2013  to 30/06/2014
6.2 Health and Wellbeing	\$75.00 reimbursement per employee per annum	\$77.25 reimbursement per employee per annum	\$79.55 reimbursement per employee per annum	\$81.95 reimbursement per employee per annum
6.3 Barrier Truck	\$15.00 per day	\$15.45 per day	\$15.90 per day	\$16.40 per day
6.4 Employees Removing Dead Animals	\$8.00 per day	\$8.25 per day	\$8.50 per day	\$8.75 per day
6.5 Bitumen Work	\$1.00 per hour	\$ 1.05 per hour	\$1.10 per hour	\$1.15 per hour
6.6 Chemical Spray	\$6.00 per week	\$ 6.20 per week	\$6.40 per week	\$6.60 per week
6.7 Electrical Contractors Licence	\$60.10 per week	\$61.90 per week	\$63.80 per week	\$65.70 per week
6.8 Standby	\$17.00 per day	\$ 17.50 per day	\$18.00 per day	\$18.55 per day
6.9 On-call	On any night Monday to Friday - \$15.80 per night; Through the whole of a RDO, Sat, Sun or Public Holiday - \$28.00	On any night Monday to Friday - \$16.25 per night; Through the whole of a RDO, Sat, Sun or Public Holiday - \$28.85	On any night Monday to Friday - \$16.75 per night; Through the whole of a RDO, Sat, Sun or Public Holiday - \$29.75	On any night Monday to Friday - \$17.25 per night; Through the whole of a RDO, Sat, Sun or Public Holiday - \$30.60
6.11 RRAIS	Employee with dependents – \$17.90 per fortnight;	Employee with dependents – \$18.45 per fortnight;	Employee with dependents- \$19. 00 per fortnight;	Employee with dependents- \$19.55 per fortnight;
	Employee without dependents – \$8.95 per fortnight	Employee without dependents- \$9.20 per fortnight.	Employee without dependents- \$9.50 per fortnight.	Employee without dependents- \$9.80 per fortnight.
	Employee with dependents – \$8.80 per fortnight.	Employee with dependents- \$9.05 per fortnight.	Employee with dependents- \$9.30 per fortnight.	Employee with dependents- \$9.60 per fortnight.
	Employee without dependents – \$4.40 per fortnight.	Employee without dependents – \$4.55 per fortnight.	Employee without dependents- \$4.70 per fortnight.	Employee without dependents- \$4.85 per fortnight.
6.12 Radial	\$20.00 per day	\$20.60 per day	\$21.20 per day	\$21.85 per day
6.13 Incidental	\$15.90 per night	\$16.40 per night	\$16.90 per night	\$17.40 per night
6.14 Caravan	\$47.50 per week \$9.50 per day	\$48.95 per week \$9.80 per day	\$50.40 per week \$10.10 per day	\$51.90 per week \$10.40 per day
6.15 Camp	\$15.60 per day	\$16.05 per day	\$16.50 per day	\$17.00 per week
Additional Camp	Additional camp allowance – \$9.60 per day.	Additional camp allowance - \$ 9.90 per day.	Additional camp allowance - \$10.20 per day.	Additional camp allowance - \$10.50 per day.
	Total payment:- \$25.20 per day.	Total payment:- \$25.95 per day	Total payment:- \$26.70 per day	Total payment:- \$27.50 per day
6.16 Distant Work	\$474.80 per week \$67.80 per day	\$489.05 per week \$69.85 per day	\$503.70 per week \$71.95 per day	\$518.80 per week \$74.10 per day

**6.17 Owner Driver Rates:**

For Tip Trucks the following rates will apply:

Tip Trucks	Effective Hourly \$ Rate	Weekly \$ Rate	KM Rate c
Exceeding 25t/up to 26 t	53.16	2020.19	121.44
Exceeding 26t/up to 27 t	54.76	2080.80	125.44
Exceeding 27t/up to 28 t	56.40	2143.22	128.83
Exceeding 28t/up to 29 t	58.09	2207.52	132.70
Exceeding 29t/up to 30 t	59.84	2273.74	136.68
Exceeding 30t/up to 31 t	61.63	2341.95	140.78
Exceeding 31t/up to 32 t	63.48	2412.21	145.00
Exceeding 32t/up to 33 t	65.38	2484.58	149.35
Exceeding 33t/up to 34 t	67.35	2559.12	153.83

For Non-Tip Trucks the following rates will apply:

Non-Tip Trucks	Effective Hourly \$ Rate	Weekly \$ Rate	KM Rate c
Exceeding 25t/up to 26 t	48.75	1852.53	121.44
Exceeding 26t/up to 27 t	50.21	1908.10	125.08
Exceeding 27t/up to 28 t	51.72	1965.35	128.83
Exceeding 28t/up to 29 t	53.27	2024.31	132.70
Exceeding 29t/up to 30 t	54.87	2085.04	136.68
Exceeding 30t/up to 31 t	56.52	2147.59	140.78
Exceeding 31t/up to 32 t	58.21	2212.01	145.00
Exceeding 32t/up to 33 t	59.96	2278.37	149.35
Exceeding 33t/up to 34 t	61.76	2346.73	153.83

For Tip Trucks/Non-Tip Trucks the following Non Reduction rates apply:

Tip Trucks/Non-Tip Trucks	Effective Hourly \$ Rate	Weekly \$ Rate	KM Rate c
Exceeding 25t/up to 26 t	75.47	2867.80	121.44
Exceeding 26t/up to 27 t	77.73	2953.83	125.08
Exceeding 27t/up to 28 t	80.06	3042.45	128.83
Exceeding 28t/up to 29 t	82.47	3133.72	132.70
Exceeding 29t/up to 30 t	84.94	3227.73	136.68
Exceeding 30t/up to 31 t	87.49	3324.56	140.78
Exceeding 31t/up to 32 t	90.11	3424.30	145.00
Exceeding 32t/up to 33 t	92.82	3527.03	149.35
Exceeding 33t/up to 34 t	95.60	3632.84	153.83

A minimum number of 600 kilometres must be performed before the excess kilometres apply.

### APPENDIX 3 - Guidelines on Commencing work at Alternative Work Site

Application:	<p>Employees who work full-time at a depot, workshop or laboratory, or normally report for work at a depot, workshop or laboratory may be required to report direct to an alternative work site.</p> <p>Travel time and motor vehicle allowances shall be payable in accordance with Clause 9.5 of the Ops Agreement.</p>
Consultation	<p>The majority of employees affected and management should reach mutual agreement as to the use of the provision. However, management may require use of this provision where agreement is not reached, provided that prior consultation occurs with the local or state official(s) of the relevant industrial organisations of employees prior to implementation.</p> <p>Matters that might require consideration when implementing this provision would include operational requirements, hardship to employees and the amount of additional costs incurred by employees who claim to be financially disadvantaged.</p>
Exemption	<p>Employees may seek exemption to this provision where they would suffer personal hardship other than additional costs as a result of having to travel from home to the work site, instead of home to their usual place of work. This should be discussed with the work team and supervisor but a final decision rests with management.</p> <p>Work teams should explore mutually agreed options that will reduce or eliminate hardship to employees.</p>
Compensation for financial disadvantage	<p>TMR will compensate employees for:</p> <ul style="list-style-type: none"> <li>• Additional public passenger transport costs incurred; and</li> <li>• Additional private motor vehicle/cycle costs where evidence is provided that the cost of travel under this provision exceeds the usual cost of travel from home to the workplace to which the employees would usually report.</li> </ul>
Resolution of disputes	<p>Disputes regarding the application of these guidelines will be resolved through the Ops Agreement '<i>Disputes Avoidance and Settlement Procedure</i>'.</p>

## APPENDIX 4 - Guidelines on Site-Specific Arrangements

### 1. Purpose of Site-Specific Arrangements (SSA)

Site Specific Arrangements (SSA) are intended to provide management and employees with the opportunity to develop alternative working arrangements for specific time periods that are appropriate to the particular requirements of a section of TMR workforce.

TMR is committed to the principles of collective bargaining and supports the representation of employees. To ensure compliance with this provision, wherever possible, negotiations over employment conditions will be progressed through appropriate representative mechanisms.

Site-specific arrangements should predominantly be considered for projects or worksites at locations where the majority of employees on the project are required to live away from their nominated residence for the duration of the project.

Site -specific arrangements may also be utilised for projects or worksites where the nature of the work to be undertaken or the specific requirements of the project require alterations to the standard employment conditions contained in the relevant awards and agreements.

The parties to this Agreement assert that site-specific arrangements should not rely upon reducing existing award or agreement conditions to achieve an acceptable outcome. To ensure this principle is upheld, it is agreed that no award or agreement conditions will be reduced as a result of the implementation of a SSA.

### 2. Requirements for Site-Specific Arrangements

A SSA sets out the conditions that have been agreed between the parties as applying to a project or worksite as defined in section 1 above.

Each SSA shall be considered to be a “stand alone” outcome. As such, previously agreed arrangements are not to be used as a precedent for future arrangements or for any other purpose.

### 3. Procedures for developing a Site-Specific Agreement

A proposal for the development of a SSA may be made by management, industrial organisations of employees or employees.

In the first instance, consultation regarding the development of site-specific arrangements should occur at the earliest opportunity.

In addition to the procedures contained in clause 3.2 *'Disputes Avoidance and Settlement Procedures'* of this Agreement, to ensure appropriate consultation occurs prior to the commencement of the project, the parties shall ensure that relevant TMR representatives, SBU Union representatives, local official or officials of the relevant industrial organisations of employees, and any elected workplace delegates of the industrial organisations of employees are notified of the intention to negotiate a SSA at the earliest opportunity.

Following notification of the intention to negotiate a SSA, TMR management and the local officials or officials of the relevant industrial organisations of employees shall make arrangements for consultative meetings (such meetings may include video or phone conferencing arrangements) to occur between employees, officials of the industrial organisations of employees and management regarding the composition and selection of work teams for the project and the necessary site-specific arrangements.

Once the consultation described in clause 3.4 *'Consultative Arrangement and Roles of Key Parties'* of this Agreement has been completed, a draft SSA is to be forwarded by fax or email to the appropriate TMR management representatives, the SBU Union representatives in Brisbane and the local official or officials of the relevant industrial organisations of employees for consideration and feedback. (See definitions).

The relevant SBU Union representative is to advise the relevant TMR management representatives and the local official or officials of the relevant industrial organisations of employees in writing (fax or email) of the acceptance or rejection of the proposed SSA.

If a matter is raised by the relevant industrial organisations of employees at any stage, then further consultation must occur.

All parties shall endeavour to conclude negotiations for the SSA in a timely fashion. To achieve this aim, it is agreed that genuine efforts will be made by all parties to finalise the required documentation no less than two weeks prior to the commencement of work at the site.

The details of all Site-Specific Arrangements shall remain confidential and shall not be released to anyone other than the parties to this Certified Agreement.

#### **4. Ballot Process**

The ballot process shall be conducted fairly and without any undue influence being placed upon employees by management.

Management representatives (that is employees remunerated at a salary level greater than the highest rate in this Agreement), shall not be permitted to participate in the ballot process.

It is the intention of TMR to seek the agreement of all employees whose entitlements are to be affected by a SSA.

Employees will be provided with a copy of the draft SSA at least two full working days prior to being asked to vote on the document. Management shall ensure that all employees covered by the SSA understand the content of the SSA.

A transparent and effective ballot process will be implemented and should include a minimum of two returning officers elected to conduct the ballot. Each returning officer shall initial all ballot papers before they are distributed to employees for voting purposes. When the ballot papers are returned, the returning officer shall account for all of the ballot papers issued. The returning officers should also satisfy themselves that all ballot papers carry their initials.

If the SSA is endorsed by a majority of two thirds of the relevant employees, the SSA shall be regarded as having been adopted by the workforce and shall become operative from that date.

A copy of the operative SSA will be provided to:

- All employees prior to commencement on the project;
- TMR management (as nominated);
- The nominated SBU representative from each of the industrial organisations of employees who are parties to this Agreement; and
- The local organiser or organisers of the relevant industrial organisations of employees.

The above ballot process shall be followed for the initial and all subsequent endorsement of the SSA.

#### **5. Reviewing or changing of Site-Specific Arrangements**

In cases where the number of new employees working on a specific project is fifty percent (50%) or greater than the number of employees who originally endorsed the SSA, it must be renegotiated using the principles and processes contained herein.

Where the composition of the workforce changes during a project, the terms of the SSA should be discussed with new employees. Variations can be made to suit the needs of the majority of employees affected at any time.

Any consent variations to site-specific arrangements need to be advised to the relevant industrial organisations of employees prior to any variation becoming operative and a copy of the variation will be sent to the Director (Human Resources) for the information of Senior Advisor (Business Operations).

#### **6. Issues to be addressed in Site-Specific Arrangements**

Award or agreement conditions that are not to be affected by the operation of the SSA shall not be included in the SSA.

**All site-specific arrangements should cover the following issues:**

- Flexible daily starting times and finishing times, including arrangements for rosters and meal breaks;
- Scheduling of Rostered Days Off for the duration of the project;
- Daily travel arrangements including the agreed starting point and details of payment for daily travel;
- Arrangements for frequency of travel between permanent residence and project accommodation;
- Agreed payment for travel between permanent residence and project accommodation;
- Agreed arrangements for accessing recreational leave entitlements during the project;
- Agreed arrangements for payment of Camp Allowance; and
- Agreed arrangements for accommodation.

**All site specific arrangements will comply with the following agreed principles:**



- Greater involvement by industrial organisations of employees through notification to local organisers prior to the intended negotiation of a SSA, and an invitation to consult with relevant workers to discuss potential terms and conditions.
- Paid travel time at single time (excluding drivers who are eligible for overtime) or travel in the employers time to and from the depot to the projects at the beginning and the end of the project.
- Paid travel time at single time (excluding drivers who are eligible for overtime) or travel in the employers time to and from the depot to the project at the beginning and end of the programmed work cycle. It is anticipated that the minimum cycle would be two weeks and the maximum four weeks, although consideration could be given to return home provisions at a six week interval in some circumstances as detailed at clause 9.1 *'Travel Arrangements Including Return Travel at Agreed Intervals'* of this Agreement.
- Although available overtime cannot be guaranteed as it is subject to project and business requirements, it is intended that projects will seek to maximise available working time throughout work cycles.
- In situations where the cycles include Sunday work, the time worked will be remunerated at applicable penalty rates (double time), or converted into banked time based on penalty rates. For example eight hours worked on Sunday would result in eight hours pay at single time, plus a further eight hours per employees to be used as a substitute day.
- Where a SSA includes a requirement that RDOs be worked and TOILED, the RDO will be TOILED at overtime rates (i.e. not at 'time for time').

## **7. Documentation**

The endorsed SSA document shall be regarded as the official record of the final position on wages and conditions for the project.

Copies of the SSA document shall be provided to the parties detailed in the penultimate paragraph in section 4 *'Ballot Process'* to this Appendix 4 for record keeping purposes.

All employees shall be provided with a copy of the SSA prior to commencing work on the site.

A copy of the SSA will be kept at a readily accessible place at the site.

## **8. Confidentiality**

Agreed arrangements are to be held in confidence by management, employees and relevant industrial organisations of employees as per the provisions of the Privacy Information Standards.

## **9. Definitions**

Relevant industrial organisations of employees - the industrial organisations of employees that have coverage for a type of work performed under a site-specific arrangement.

## **APPENDIX 5 - Guidelines on the ability to engage in Joint Ventures with Local Authorities and Private Contractors**

### **Purpose:**

These guidelines provide the basis for rectifying the differences in allowances and differences in conditions of employment (other than base-pay) that do not disadvantage employees when TMR engages in joint ventures with Local Authorities and Private Contractors.

### **Joint Ventures:**

A joint venture is an arrangement where two or more parties share the work, the risks and the profit/loss in a pre-agreed way to complete a project.

A written agreement records the terms of the co-operation in a joint venture.

### **Reducing Differences in Employment Conditions:**

A detailed consultation process should be conducted by management representatives of the joint venture partners with employees who can be identified as being involved in the joint venture to identify areas where common conditions and practices will be needed and the process for implementation of any changes agreed.

As a minimum, the consultation process should cover:

- working hours - rostered days off, including meal/tea breaks;
- accommodation;
- allowances;
- occupational health and safety standards and facilities; and
- travel.

The local official or officials of the relevant industrial organisations of employees should be invited to participate in the consultation process.

This consultation process should be supported by an assessment of the relevant industrial agreements and custom and practice in the joint venture organisations to highlight obvious areas of difference (other than base-pay) which may impede workflows but do not disadvantage employees.

Where management and a majority of the employees affected in each joint venture organisation cannot reach agreement on suitable arrangements to alleviate the effects of differences in conditions (other than base-pay), TMR management may resolve the issue in consultation with the local official or officials of the relevant industrial organisations of employees and consultative committee(s).

### **Documentation:**

Joint team rules and additional remuneration should be discussed, agreed and documented as part of the overall agreement for the joint venture project. A copy in confidence of the documentation should be provided to each employee and to the local official or officials of the relevant industrial organisations of employees and to consultative committee(s).

The Works Manager (Asset Services) in TMR should record on the Department's copy of the joint venture agreement the cost (actual or estimated) of the changes in conditions agreed for the joint venture. Cost is measured in comparison to arrangements that usually apply to the TMR employees participating in the joint venture.

A copy of the joint venture agreement, including cost impact details, should be held by the Works Manager (Asset Services).

Works Managers (Asset Services) to report the existence of any additional costs arising from the joint venture to the General Manager (RoadTek) for discussion as required at the Single Bargaining Unit.

## **APPENDIX 6 - Specialist Medical or Dental Treatment**

### **Background**

Clause 6.11 '*Rural and Remote Area Incentive Scheme*' of this Agreement allows for assistance with medical expenses for employees employed under the Rural and Remote Area Incentive Scheme. This document outlines the provisions associated with this clause.

Rural and remote communities are defined as Central West region, North West region, South West region and Fitzroy region (Emerald only).

### **What are the principles for the use of this incentive?**

Assistance may be provided to employees requiring specialist medical or dental treatment.

The treatment may be required for employees, their partners and /or dependent children under twenty-one years of age.

Assistance may include either special leave as per Minister for Industrial Relations directive relating to '*Special Leave*' as issued and amended under section 54 of the *Public Service Act 2008* or leave as part of the *Family Leave (Queensland Public Sector) Award – State 2004* with pay and travel expenses incurred.

The amount of assistance provided will be reduced by any reimbursement available through any Health Insurance Fund and any other assistance provided by the State e.g. Patient Transit Scheme (PTS).

The scheme recognises equal opportunity for choice of specialist and timing of treatment as that of employees in major centres.

Where possible, the department will encourage use of services within the local area.

The department respects the individual's right for continuity of treatment by a specialist and where possible, within the state of Queensland only, will support the individual's right to continue with a particular specialist.

### **How is treatment defined?**

Treatment is defined as: a specialist medical or dental service that has been referred by a Doctor or Dentist, including dental treatment without referral in circumstances where dental treatment is not available at an officer's centre.

### **Who is eligible to apply?**

- All permanent full-time and part-time public service officers and general employees, and temporary employees with a contract of twelve months or more.
- Temporary employees with a contract of less than twelve months duration but who have worked within the district continuously for greater than twelve months.
- Casuals are not eligible to apply.

The employee applying for assistance must be able to demonstrate that specialist medical or dental treatment is required for themselves, their partners and/or dependent children.

### **What assistance is available?**

#### **LEAVE**

Special leave with pay is available in accordance with the Minister for Industrial Relations Directive relating to '*Special Leave*' as issued and amended under section 54 of the *Public Service Act 2008*. A maximum of two days per trip may be claimed, irrespective of the destination. The remainder of the absence may be claimed as either sick or recreation leave.

For example, a four day trip to a specialist in Brisbane, an employee would be required to submit a leave application for two days "Special Leave (Full Pay) - Specialist Medical Attention" and two days of either Sick Leave or Recreation Leave.

#### **ACCOMMODATION**

Hotel/motel: Actual costs of accommodation during travel/treatment but excluding hospital accommodation will be reimbursed up to the maximum prescribed under the Minister for Industrial Relations Directive relating to '*Domestic Travelling and Relieving Expenses*' as issued and amended under section 54 of the *Public Service Act 2008*.

The original tax invoice (or copy where the original has been provided to Queensland Health) must be produced.

Consideration may be given to reimbursing accommodation costs for more than one member of the family, depending on the prevailing circumstances. Managers approving claims must assess the reasonableness of each claim.

For example, young children in the family may require both parents to travel or one partner may be incapacitated and require the assistance of the other partner.

Private Accommodation: Reimbursement in accordance with the Minister for Industrial Relations Directive relating to *'Domestic Travelling and Relieving Expenses'* as issued and amended under section 54 of the *Public Service Act 2008*, will be made for a single-family member only for accommodation obtained with relatives or friends, irrespective of the number of family members attending.

## **MEALS**

Actual cost of meals obtained during travel/treatment but excluding those obtained whilst a hospital inpatient will be reimbursed up to the maximum prescribed under the Minister for Industrial Relations Directive relating to *'Domestic Travelling and Relieving Expenses'* as issued and amended under section 54 of the *Public Service Act 2008*. The original tax invoices must be produced.

As per the guidelines for accommodation, consideration may be given to reimbursing costs for more than one member of the family.

## **TRAVEL**

Bus/rail: Actual cost may be claimed. Original invoices must be produced.

Private vehicle: The kilometre rate applicable where employees chose to use their own private motor vehicle is as detailed in the Minister for Industrial Relations Directive relating to *'Motor Vehicle Allowance'* as issued and amended under section 54 of the *Public Service Act 2008*. Total kilometres must not exceed the return trip total identified in the department's "Guide to Queensland Roads".

Air: Actual cost may be claimed. Prior approval must be obtained and supported by written advice from the patient's doctor that air travel is necessary for the patient and any escort. The original invoice must be presented.

It is an option for Regions to book and pay for travel on behalf of the employee in order to take advantage of discounts available under Standing Offer Arrangements. This would be subject to prior approval from the delegate. Care should be exercised to ensure paying in advance in this way that the employee does not have another entitlement e.g. Patient Transit Scheme. If this is found to be the case the employee is responsible for reimbursement to the department.

\*\* Costs of taxis or public transport at the beginning or end of the journey or whilst undergoing treatment will not be reimbursed \*\*

## **What is not included?**

### **Medical Expenses**

Reimbursement will not be made for any medical costs incurred.

### **What is the link with the Patient Transit Scheme (PTS)?**

It is recognised that assistance under the PTS is only forthcoming when the particular specialist service is not available in the patient's centre.

The Ops Agreement assistance with expenses associated with visiting specialist medical or dental practitioners in another location is designed to provide employees in Western centres with equal opportunity of choice of specialist and timing of treatment as that of employees in major centres. The Ops Agreement assistance is not limited in application as is the PTS.

Employees must limit the Department's expenses by reducing their claim by whatever refund is available from other sources. The following process will apply to ensure this occurs.

### **What is the process employees need to follow?**

When obtaining a referral to a specialist from your General Practitioner, in the case of dental treatment the employee must ascertain if assistance is available from PTS.

If assistance is available, employees must proceed with the PTS process and reduce their claim on the Department by the refund received. The remittance advice from the PTS must be produced.

If assistance is not available, employees must include a declaration to this effect with their claim.

If assistance is available from any other source, employees must reduce their claim on the Department by the refund received. The remittance advice from the health fund must be produced.

**What documentation do employees need to provide?**

Depending on the circumstances, all or any of the following documents may be required to support a claim:

- form M600 (Expense Claim) (or successor replacement document/s).
- accommodation tax invoice.
- meals tax invoice.
- declaration form (assistance not available from another source).
- copy of medical invoice.
- bus/rail/air travel tax invoice.
- PTS/health fund remittance advice.

**Cost?**

All costs are to be charged to the Cost Centre of the claimant.

**Who has the Delegation to approve applications?**

Regional Directors, Works Managers (Asset Services), Area Managers (Plant Hire Services).

**What are the related legislation and references?**

Patient Transit Scheme

Minister for Industrial Relations Directives relating to:

- Motor Vehicle Allowance
- Domestic Travelling and Relieving Expenses
- Transfer and Appointment Expenses
- Special Leave

**Declaration**

**Specialist Medical or Dental Treatment**

I,.....  
do solemnly and sincerely declare that for the purpose of obtaining specialist medical or dental treatment on  
...../...../....., the following circumstances apply:

- I am not eligible to receive assistance from the State Patient Transit Scheme;
- I am not eligible to receive assistance from any health insurance fund;
- Applicable State Patient Transit Scheme payments have been deducted from the claim;
- Applicable health insurance fund payments have been deducted from the claim; and
- I make this solemn declaration conscientiously believing the same to be true.

CLAIMANT'S SIGNATURE.....

Date:...../...../.....

## **APPENDIX 7 - Subsidised Housing**

### **Background**

Clause 6.11 '*Rural and Remote Area Incentive Scheme*' of this Agreement allows for assistance with subsidised housing for staff employed under the Rural and Remote Area Incentive Scheme. This document outlines the provisions associated with this clause.

Rural and remote communities are defined as North West region, Central West region, South West region and Fitzroy region (Emerald only).

### **What are the principles for the use of this incentive?**

Housing assistance may be provided to employees based on availability and need in the regions outlined above.

Housing assistance will be provided in accordance with the provisions of the Queensland Government Employee Housing Scheme.

Subsidised Rental Rates (SRR) are those determined by the Government Employee Housing Branch, Queensland Department of Public Works, as varied from time to time.

Housing will be subsidised for the first seven years, with the subsidy reduced by one third over the next three years, to zero in the tenth year, at which time full market rental is applicable.

Housing assistance is an incentive to attract staff with scarce skills and qualifications to "difficult to recruit to positions" in rural and remote Regions.

### **Who is potentially eligible?**

Employees, who are appointed, transferred and/or promoted permanently or on a fixed term to "difficult to recruit to positions" and/or who have "scarce skills" may be eligible to be considered by the delegate for subsidised housing. In addition, potentially eligible employees must also fall within one of the categories listed below:

- Permanent full-time and part-time public service officers and general employees;
- Temporary employees with a contract of twelve months or more;
- Temporary employees with a contract of less than twelve months duration but who have worked within the region continuously for greater than twelve months and, who meet the eligibility criteria specified above; or
- Employees, who have been appointed, transferred or promoted to a rural or remote location from another location to meet a Government service.

### **Who is ineligible?**

- Casuals are not eligible for the subsidy.
- Employees who own, either directly or indirectly, a private dwelling within a 45 kilometre radius of the location in question or whose spouse/partner owns, either directly or indirectly, a private dwelling within a 45 kilometre radius of the employee's work location.
- Employees who are in an occupation which stipulates the provision of housing under award conditions or who have access to housing in the subject location through the entitlement of their spouse/partner or other family member with whom they permanently reside.
- Employees who have ceased to become eligible for occupancy of Government Employee Housing for other reasons.

### **Application of the incentive**

The principles outlined in these guidelines are potentially applicable to employees appointed after 1 July 2002 and who otherwise satisfy the specified eligibility criteria.

Where an employee is transferred at level to a different position in the same location, the delegate has the discretion to reassess the subsidy period within the spirit of the principles and the incentive based eligibility criteria.

Where an employee is promoted to a new role in the same location and, the delegate has determined that a legitimate housing need remains as an incentive to attract for a “scarce skills” or hard to recruit to position, the subsidy period recommences anew.

Where an employee is appointed or transferred at level to a new location within the region or to another region, and the delegate has determined that a legitimate housing need remains as an incentive to attract for a “scarce skills” or hard to recruit to position, the subsidy period recommences anew.

### **Application to Employees appointed before 1 July 2002**

For all employees who have been in subsidised housing for seven or more years as at 1 July 2002, the three year reducing subsidy will commence on 1 July 2009. (That is: 1 July 2009 the subsidy reduces by one third; 1 July 2010 the subsidy reduces by two thirds; 1 July 2011 full market rates are payable.)

Based on exceptional circumstances, and where it is determined to be in the best interests of the Department to do so, the delegate will have discretion to defer the subsidy reduction commencement date. However, these instances are expected to be very rare and should not be seen to discriminate against other employees.

### **Housing Subsidy**

The amount of subsidy will be calculated as the difference between the market rental rate of the allocated dwelling and the Subsidised Rental Rate paid by the employee.

Market Rental Rates will be determined from time to time by an independent valuer or real estate agent.

In the event of a disagreement on the value of the Market Rental Rate, the Manager (Facilities Management) TMR will determine an appropriate Market Rental Rate based on advice from the independent valuer/estate agent, the employee and the delegate. The Manager’s decision will be final and binding on all parties.

### **What process needs to be followed?**

Allocation of housing must be raised by the Selection Panel at the time of interview or soon after, in order to establish housing eligibility (if any) and standards appropriate to the potential employee’s family composition.

Written approval for the allocation of housing must be obtained from the delegate at the earliest possible opportunity after this discussion, with “in principle” confirmation of allocation confirmed as part of any written offer of employment.

### **What documentation needs to be provided?**

As soon as practical after the delegate has approved in principle the allocation of subsidised housing, and the potential employee has indicated likely acceptance of an offer of employment, the onus is on that potential employee to provide evidence acceptable to the delegate confirming their dependents (if any) for housing purposes and other relevant home ownership or housing allocation details that may impact on their eligibility.

Relevant Regional / District personnel are responsible for ensuring that all necessary documentation to secure an actual allocation through the Government Employee Housing Scheme or other appropriate housing source is actioned.

### **Who has the delegation to approve applications?**

Regional Directors, District Directors, Director (RoadTek Network Services), Executive Directors (Asset Services), Director (Plant Hire Services).

What are the related legislation and references?

Government Employee Housing Scheme 1999.

## APPENDIX 8 - Redundancy

TMR, in line with Government policy, is committed to improved job security for permanent employees. This commitment will be assisted where managers and employees are more flexible in terms of work, mobility, work practices and skills acquisition to meet changing business needs. The proactive acquisition of skills by employees can ensure their employability in the civil construction industry and other related industries.

Consistent with Government policy, where changes in work patterns affect job viability, deployment, redeployment and retraining will remain the Department's priority. However, management recognises that overall workforce numbers in TMR may reduce progressively, primarily through natural attrition.

Redundancies will only occur in exceptional circumstances and must be approved by General Manager (People and Capability Division), the Director-General and the Minister before being recommended to the Commission Chief Executive in accordance with the Minister for Industrial Relations and Public Service Commission Chief Executive Directive relating to Retrenchment as issued and amended under section 54 of the *Public Service Act 2008*.

The redundancy package consists of the following:

- Accrued Recreational Leave.
- Accrued Long Service Leave for employees who have worked for at least one year, on the basis of 1.3 weeks for each year of continuous service and a proportionate amount for an incomplete year of service.
- A severance benefit of two weeks pay per year of service and a proportionate amount for an incomplete year of eligible service, paid at the employee's substantive appointed level (minimum four weeks, maximum fifty-two weeks).
- Tenured part time employees who are declared surplus shall be entitled to a severance benefit of two weeks full time pay per year of service and a proportionate amount for an incomplete year of eligible service (minimum four weeks, maximum fifty two weeks) calculated on total full time equivalent years of service. Employees who hold two or more tenured part time jobs shall only be entitled to severance benefit calculated on the proportion of full time equivalent years of service applicable to the part time job from which they are declared surplus.
- Employees whose previous employment is recognised for the purpose of calculating long service leave entitlement shall also be entitled to severance benefit based on their period of previous recognised employment. This provision is conditional upon the total severance benefit not exceeding fifty-two weeks.
- Superannuation benefit is calculated according to the formula prescribed under the conditions of the superannuation scheme of which the employee is a member.
- Employees who are redundant will be entitled to relocation expenses on the basis of arrangements specified under the Directives of either the Minister for Industrial Relations or the Public Service Commission Chief Executive issued and amended under section 54 of the *Public Service Act 2008*.
- Separation packages are compensation for loss of job tenure.

Notwithstanding anything provided for in this arrangement, the provisions of any Directive made under section 54 of the *Public Service Act 2008* which are more favourable shall have application.

## APPENDIX 9 – Night Work Scenarios

These scenarios are provided to give examples of how night work rules are applied. The standard shift for the example is in bold type and the actual times worked for that example are in italic type. Payments of crib and meals are to be manually interpreted by the operator.

### **Standard Shift i.e. 8.5 hours (6 pm - 2.30 am)**

*Commences at 6 pm and finishes at 2.30 am*

8.5 hours @ normal (6pm -2.30 am)

Plus 8.5 hours at 50% penalty (6pm-2.30 am)

### **Standard Shift i.e. 8.5 hours (8 pm - 4.30 am)**

*Commences at 5 pm and finishes at 4.30 am*

8.5 hours @ normal (8pm -4.30 am)

Plus 8.5 hours at 50% penalty (8pm-4.30 am)

Plus 1 hour at 1.5 (5pm -6pm)

Plus 2 hour at 2.0(6pm -8pm)

### **Standard Shift i.e. 8.5 hours (8 pm - 4.30 am)**

*Commences at 7 pm and finishes at 6.00 am*

8.5 hours @ normal (8pm -4.30 am)

Plus 8.5 hours at 50% penalty (8pm-4.30 am)

Plus 1 hour at 2.0 (7pm -8pm)

Plus 1.5 hour at 2.0(4.30am -6am)



**Sunday Shift i.e. 8.5 hours (6pm to 2.30 am)***Commences at 6.30 pm and finishes at 2.30 am*

8.5 hours @ normal

Plus 8.5 hours @ 50% penalty Plus 6 hours @ 0.5 overtime (6 pm to 12 midnight)

**Sunday Shift i.e. 8.5 hours (6 pm to 2.30 am)***Commence at 5.00 pm and finishes at 6.30 am*

8.5 hours @ normal

Plus 8.5 hours @ 50% penalty

Plus 6 hours (6 pm to 12 midnight) @ 0.5 overtime

Plus 1 hour @ 2 overtime (5pm to 6pm)

Plus 2 hours @ 2 overtime (2.30am to 4.30am)

Plus 2.0 hours @ 2.5 overtime (4.30am to 6.30am)

**Friday Shift i.e. 8.5 hours (8 pm to 4.30 am)***Commence at 8.00 pm and finishes at 4.30 am*

8.5 hours @ normal

Plus 8.5 hours @ 50% penalty

Plus 1.5 hours @ 0.5 overtime

**Saturday Shift i.e. 8.5 hours (8 pm to 4.30 am)***Commences at 8.00 pm and finishes at 4.30 am*

8.5 hours @ normal

Plus 8.5 hours @ 50% penalty

Plus 1 hour @ 0.5 overtime (11 pm - 12 midnight)

Plus 4.5 hours @ 0.5 overtime (12 midnight - 4.30 am)

**Saturday Shift i.e. 8.5 hours (8 pm to 4.30 am)***Commences at 8.00 pm and finishes at 6.30 am*

8.5 hours @ normal

Plus 8.5 hours @ 50% penalty

Plus 1 hour @ 0.5 overtime (11 pm - 12 midnight)

Plus 4.50 hours @ 0.5 overtime (12 midnight - 4.30 am)

Plus 2 hours @ 2.0 overtime (4.30 am - 6.30pm)

**Public Holiday Shift i.e. 8.5 hours (8 pm to 4.30 am)***Public Holiday sits at end of shift (12 midnight to 4.30 am) (Tuesday)*

Commence at 8 pm and finish at 6.30 am

8.5 hours at normal

8.5 hours at 50% penalty

4.5 hours at 1.5 overtime (12 midnight - 4.30 am) (public holiday ordinary hours +2.5 + 50%)

2 hours at 3.5 overtime (4.30 am to 6.30 am) (public holiday ordinary hours worked outside ordinary hours = 1.5 x 2 + 50%)

**Public Holiday Shift i.e. 8.5 hours (8 pm to 4.30 am)***Public Holiday sits at beginning of shift (8pm to 12 midnight) (Wednesday)*

Commences at 8 pm and finish at 4.30 am

8.5 hours at normal

8.5 hours at 50% penalty

4 hours @ 1.5 overtime (8 pm to 12 pm) (public holiday ordinary hours = 2.5 +50%)

## APPENDIX 10 – PRESERVED CONDITIONS FROM THE ENGINEERING AWARD – STATE 2002

### Clauses from the Engineering Award (operative from 1/09/2000)

#### Clause 5.8.40 'Tool Allowance' of the *Engineering Award – State 2002*

##### 5.8.40 Tool allowance

A tool allowance of \$20 per week shall be payable to all tradespersons who are required to supply and use their own tools.

Tradespersons 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.

Tool Allowance is not divisible, i.e. full amount paid each week as long as the employee attended work at any time in the week.

#### Clause 6.7.2 'Overtime' of the *Engineering Award – State 2002*

##### 6.7.2 Overtime

- (a) 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 a-half hours, an employee is entitled to commence a rest break of thirty minutes to be paid at the ordinary time rate, within one and a-half hours of ceasing such ordinary timework.

TMR employees continue to receive the thirty minute meal break after two hours or after one hour if overtime continues beyond 6:00pm, payable at relevant overtime rate.

- (b) An employee who is required to report to work to perform overtime of more than two hours, but less than four hours prior to the ordinary starting time, shall be allowed thirty minutes meal/crib break at the ordinary starting time for which the employee shall be paid at ordinary rates.

The paid crib break in subclause 6.7.2 (b) of the *Engineering Award – State 2002* shall be forty-five minutes (and not thirty minutes), and the reference in the bracket in subclause 6.7.2 (b) above should read after the first two hours or one hour if overtime continued beyond 6:00pm.

#### Clause 6.7.3 'Overtime' of the *Engineering Award – State 2002*

##### 6.7.3 Overtime

Where a day worker is required to work overtime on any Saturday, Sunday or public holiday, and where such overtime is outside the scope of that covered by clause 6.7.2 (a), (b) and (c), such employee shall be entitled to:

- (a) Where in excess of six hours overtime is to be worked, an unpaid meal break of no less than thirty minutes and not more than one hour not later than six hours after the commencement of duty;
- (b) Where in excess of nine and a half hours overtime is to be worked (including overtime referred to in clause 6.7.3(a)) a further thirty minute meal rest/meal or crib break with no deduction of pay; and
- (c) A further thirty minute rest/meal or crib break for each further four hours worked where such overtime is to continue beyond the respective four hour period, with no deduction of pay in respect to such break.

In lieu of subclauses 6.7.3 (a), 6.7.3 (b) and 6.7.3 (c) above, employees shall if needed to continue work overtime for more than nine hours, be allowed thirty minutes for a paid crib after nine hours worked. After each further four hours overtime worked, the employee shall be allowed forty-five minutes for a paid crib.

#### Clause 6.8 'Meal Allowance' of the *Engineering Award – State 2002*

##### 6.8 Meal allowance

- 6.8.1 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 a-half hours shall be supplied with a reasonable meal at the employer's expense, or be paid a meal allowance of \$7.50 in lieu.

- 6.8.2 If the employee continues to work overtime the employee shall after the completion of each further four hours overtime worked be supplied with an additional meal at the employer's expense, or be paid \$7.50 in lieu of such additional meal.

- 6.8.3 When employees have provided themselves with customary meals because of receipt of notice of intention to work overtime, the employee shall be entitled to an allowance of \$7.50 for each meal so provided in the event of the work not being performed, or ceasing before the respective meal times.

Employees shall receive a meal allowance as prescribed in subclause 6.8.1 above after two hours overtime or one hour if overtime continued beyond 6:00pm. Refer note at clause 6.7.2 (a) above.