

QUEENSLAND INDUSTRIAL RELATIONS COMMISSION

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

**BRISBANE CITY COUNCIL - CONSTRUCTION,
MAINTENANCE AND GENERAL AWARD 2003**

Following the Declaration of the General Ruling in the 2015 State Wage Case (matter numbers B/2015/15 and B/2015/16), the Brisbane City Council - Construction, Maintenance and General Award 2003 is hereby reprinted, pursuant to s. 698 of the *Industrial Relations Act 1999*.

I hereby certify that the Award contained herein is a true and correct copy of the Brisbane City Council - Construction, Maintenance and General Award 2003 as at 1 September 2015.

Dated 1 September 2015.

[L.S.] J. Steel
Industrial Registrar

**BRISBANE CITY COUNCIL - CONSTRUCTION,
MAINTENANCE AND GENERAL AWARD 2003**

PART 1 - APPLICATION AND OPERATION

1.1 Title

This Award is known as the Brisbane City Council - Construction, Maintenance and General Award 2003.

1.2 Arrangement

Subject Matter	Clause No.
PART 1 - APPLICATION AND OPERATION	
Title	1.1
Arrangement	1.2
Award objectives	1.3
Date of operation	1.4
Award coverage	1.5
Definitions	1.6
Parties bound	1.7
PART 2 - FLEXIBILITY	
Enterprise flexibility	2.1
PART 3 - COMMUNICATION, CONSULTATION AND DISPUTE RESOLUTION	
Workplace consultation	3.1
Grievance and dispute settling procedure	3.2
PART 4 - EMPLOYER AND EMPLOYEES' DUTIES, EMPLOYMENT RELATIONSHIP AND RELATED ARRANGEMENTS	
Employment categories	4.1
Full-time employment	4.2
Part-time employment	4.3
Casual employment	4.4
Temporary employment	4.5
Trainees	4.6
Termination of employment	4.7

Subject Matter	Clause No.
Introduction of changes	4.8
Redundancy	4.9
Continuity of service - transfer of calling	4.10
Anti-discrimination	4.11
 PART 5 - WAGES AND WAGE RELATED MATTERS	
Classification standards	5.1
Definition of classifications	5.2
Classification and operating principles	5.3
Wages	5.4
Allowances	5.5
Payment of wages	5.6
Calculation of monetary amount	5.7
Wet conditions	5.8
Toxic spills or radioactive materials	5.9
Stand-by allowance	5.10
 PART 6 - HOURS OF WORK, BREAKS, OVERTIME, SHIFT WORK, WEEKEND WORK	
Hours of work	6.1
Overtime	6.2
Meal breaks/meal provision	6.3
Rest pauses	6.4
Shift work	6.5
 PART 7 - LEAVE OF ABSENCE AND PUBLIC HOLIDAYS	
Annual leave	7.1
Sick leave	7.2
Bereavement leave	7.3
Long service leave	7.4
Family leave	7.5
Public holidays	7.6
Jury service	7.7
 PART 8 - TRANSFERS, TRAVELLING AND WORKING AWAY FROM USUAL PLACE OF WORK	
Excess travelling time and fares etc. - allowances	8.1
 PART 9 - TRAINING AND RELATED MATTERS	
Training arrangements and career path development	9.1
 PART 10 - OCCUPATIONAL HEALTH AND SAFETY MATTERS, EQUIPMENT, TOOLS AND AMENITIES	
Uniforms and equipment	10.1
 PART 11 - AWARD COMPLIANCE AND UNION RELATED MATTERS	
Right of entry	11.1
Time and wages record	11.2
Union encouragement	11.3
Posting of Award	11.4
Savings	11.5
 SCHEDULES	
Owner Drivers	1

1.3 Award objectives

1.3.1 The objectives of this Award are as follows:

- (a) To ensure all reasonable steps to avoid any action which disrupts continuity of operation, by resolving employee concerns effectively and speedily through full and open communication and agreed consultative, negotiation and grievance procedures.
- (b) To facilitate development opportunities for employees to broaden their skills to enable career development and to meet customer and business needs.
- (c) To maintain a payment system which encourages and rewards employee performance, skills enhancement and skills utilisation.
- (d) To facilitate working relationships on the basis of co-operation, mutual trust, understanding and sincerity.
- (e) To support and maintain standards of conduct and attendance necessary to ensure responsible, efficient and safe operations.

1.4 Date of operation

This Award takes effect from 13 October 2003.

1.5 Award coverage

1.5.1 This Award applies to employees for whom classifications and wage rates are prescribed by this Award in the classification structure, including but not limited to the following work:

- (a) Construction and maintenance of roads, drains, bridges, bushland, parks and gardens;
- (b) Venue maintenance and operational support including Front of House and Stage;
- (c) Community health services, including Cemeteries and Crematoria, and city cleansing activities;
- (d) Construction, maintenance and operation of water supply and sewerage infrastructure and systems;
- (e) Kerbside management, traffic operations and local law enforcement;
- (f) Tree maintenance, vegetation and pest control;
- (g) Quarry operations;
- (h) Receipt, storage, dispatch and transport of materials and equipment associated with Council activities;
- (i) Maintenance of depots and Council facilities.

1.5.2 This Award also applies to employees engaged in City Cat and cross-river ferry services and associated activities including ticket inspection.

1.5.3 This Award also applies to employees engaged in cross-river and City Cat ferry services and associated activities including ticket inspection.

1.6 Definitions

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

1.6.2 "Commission" means the Queensland Industrial Relations Commission.

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

1.7 Parties bound

This Award is legally binding upon the Brisbane City Council and employees as prescribed by clauses 1.5 and upon the Union and its members.

PART 2 - FLEXIBILITY

2.1 Enterprise flexibility

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

- 2.1.2 The consultative processes established in an enterprise in terms of clause 2.1 may provide an appropriate mechanism for consideration of matters relevant to clause 2.1.1. Union delegates at the place of work may be involved in such discussions.
- 2.1.3 Any proposed genuine agreement reached between an employer and employee/s in an enterprise is contingent upon the agreement being submitted to the Commission in accordance with Chapter 6 of the Act and is to have no force or effect until approval is given.

PART 3 - COMMUNICATION, CONSULTATION AND DISPUTE RESOLUTION

3.1 Workplace consultation

The Council has established a consultative mechanism to facilitate improved workplace communication between Council and its employees to ensure effective workplace employee relations. A corporate and divisional consultative committee structure has been established to facilitate these processes.

3.2 Grievance and dispute settling procedure

The matters to be dealt with in this procedure shall include all grievances or disputes between an employer and an employee in respect to any industrial matter and all other matters that the parties agree on are specified herein. The parties aim to avoid industrial disputes, or where a dispute occurs, to provide a means of settlement based on consultation, co-operation and discussion and the avoidance of interruption to work performance.

3.2.1 During any dispute, other than a Workplace Health and Safety matter, the status quo existing immediately prior to the matter giving rise to the dispute will remain and work shall continue as it was prior to the dispute without stoppage or the imposition of any ban, limitation or restriction. No party shall be prejudiced as to final settlement by the continuance of work in accordance with this clause.

3.2.2 Notwithstanding any other provisions having application to the Brisbane City Council, any grievance or dispute shall be handled as follows:

Stage 1 - Discussions between the employee/s and team leader and at the request of the relevant Union, shop steward/delegate.

Stage 2 - Discussions involving the employee/s, the shop steward/s and relevant Union Secretary/organiser or nominated delegates with the relevant line manager and a HR Consultant or other person nominated by the Manager, Employment Arrangements.

Stage 3 - Discussions involving relevant Union Secretary/organiser or nominated delegates with Divisional Manager and Manager, Employment Arrangements or nominated delegate.

A dispute shall not be referred to the next stage until a genuine attempt to resolve the matter has been made at the appropriate level.

3.2.3 There shall be a commitment by the parties to achieve adherence to this procedure, including the earliest possible advice by one party to the other of any issue or problem which may give rise to a grievance or dispute. Throughout all stages of the procedure, all relevant facts shall be clearly identified and recorded.

3.2.4 Sensible time limits shall be allowed for the completion of the various stages of the discussions. Discussions outlined in Stages (1) and (2) should, if possible, take place within 24 hours after the request of the employee or the employee's representative. At least 7 days should be allowed for all stages of the discussions to be finalised.

3.2.5 Emphasis shall be placed on a negotiated settlement. However, if the negotiation process is exhausted without the dispute being resolved, the parties shall jointly or individually refer the matter to the Commission for resolution.

3.2.6 In order to allow for peaceful resolution of grievances, the parties shall be committed to avoid stoppages of work, lockouts or any other bans or limitations on the performance of work, while the procedures of negotiation and conciliation are being followed.

3.2.7 The parties shall ensure that all practices applied during the operation of the procedure are in accordance with safe working practices and consistent with established custom and practice at the workplace.

PART 4 - EMPLOYER AND EMPLOYEES' DUTIES, EMPLOYMENT RELATIONSHIP AND RELATED ARRANGEMENTS

4.1 Employment categories

4.1.1 Employees covered by this Award shall be advised in writing of their employment category upon appointment. Employment categories are:

- (a) full-time;
- (b) part-time;
- (c) casual;
- (d) temporary.

4.2 Full-time employment

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

4.3 Part-time employment

4.2.1 Part-time employee means an employee employed to work a fixed number of hours per week and whose hours of work are less than those of a full-time employee.

- (a) A fixed number of weekly working hours and a weekly schedule of working hours for a part-time employee shall be established at engagement and shall not be changed without reasonable notice given.
- (b) Ordinary daily working hours for part-time employees shall not exceed 8 hours 27 minutes to be worked between 6.00 a.m. and 6.00 p.m. Monday to Friday.
- (c) Part-time employees may work any number of days of the week in completing the fixed number of weekly hours.
- (d) There shall be no requirement to work on consecutive days of the week in completing the fixed number of weekly hours.
- (e) A part-time employee shall be paid at a rate equivalent to the proportion of the actual hours worked per week to the full-time ordinary weekly working hours prescribed for the appropriate classification.
- (f) A part-time employee shall be entitled to annual leave, long service leave, sick leave and all such other entitlements as may be applicable:

Provided that any accumulated benefits shall accrue from time to time in the same proportion of the actual hours worked per week to the full-time ordinary weekly working hours prescribed for the appropriate classification, as at the date of such an accrual.

4.4 Casual employment

4.4.1 A casual employee shall be deemed to be an employee specifically engaged on a casual basis. A casual employee may be engaged where required by the Council.

- (a) An employee engaged as a casual employee shall not change employment status, notwithstanding changes to working patterns, unless formally advised of a change of employment status.
- (b) A casual employee shall be engaged on an hourly basis and shall be subject to termination at any time without notice.
- (c) A casual employee shall be paid for actual time worked plus 23% loading per hour over the ordinary time rate in lieu of all leave conditions.
- (d) The ordinary time rates shall be computed by dividing the weekly rate by the number of ordinary working hours prescribed.
- (e) A casual employee shall work a minimum of 3 hours at the time of any one engagement.
- (f) Overtime penalties for casual employees will apply when working greater hours than the daily periods as defined in clauses 4.4.1(f)(i) and (ii):
 - (i) A casual employee working standard hours i.e. 38 hours over 5 days per week (7 hours and 36 minutes per day).
 - (ii) A casual employee working 76 hours over 9 days (8 hours and 27 minutes per day).

4.5 Temporary employment

- 4.5.1 (a) "Temporary Wages Employees" means an employee engaged for a set term to perform special projects or for a period not exceeding 12 months in total to take up work occasioned by a permanent employee being absent on approved extended periods of leave e.g. sick leave, long service leave, workers' compensation, maternity leave etc.
- (b) Temporary employees may be used where the security and tenure of employment of additional staff required to meet peak workloads cannot be guaranteed.
- (c) A temporary employee shall be notified in writing at the time of engagement of the approximate period of employment. In order to extend this engagement by a further approximate period or periods, appropriate written notification must be given to the employee on each occasion clearly specifying the terms of such extension.
- (d) The employment of temporary employees will not be used to avoid increasing staff requirements to meet developing work demands of a permanent and continuous nature.
- (e) Temporary employees shall be entitled to all Award conditions and shall be paid rates prescribed by this Award for permanent employees of the same class.

4.6 Trainees

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

4.7 Termination of employment

4.7.1 *Statement of employment*

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

4.7.2 *Termination by employer*

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

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

- (b) In addition to the notice in (a) above, employees 45 years old or over and who have completed at least 2 years' continuous service with the employer shall be entitled to an additional week's notice.
- (c) Payment in lieu of notice shall be made if the appropriate notice is not given:
- Provided that employment may be terminated by part of the period of notice specified and part payment in lieu thereof.
- (d) In calculating any payment in lieu of notice the minimum compensation payable to an employee will be at least the total of the amounts the employer would have been liable to pay the employee if the employee's employment had continued until the end of the required notice period. The total must be worked out on the basis of:
- the ordinary working hours to be worked by the employee; and
 - the amounts payable to the employee for the hours including for example allowances, loadings and penalties; and
 - any other amounts payable under the employee's employment contract.
- (e) The period of notice in this clause shall not apply in the case of dismissal for misconduct or other grounds that justify instant dismissal, or in the case of a casual employee, or an employee engaged by the hour or day, or an employee engaged for a specific period or tasks.

4.7.3 *Notice of termination by employee*

The notice of termination required to be given by full-time or part-time employee shall be one week. If an employee fails to give notice, the employer shall have the right to withhold monies due to the employee with a maximum amount equal to the amount the employee would have received under clause 4.7.2(d) for a period of notice of one week.

4.7.4 *Time off during notice period*

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

4.8 Introduction of changes

4.8.1 *Employer's duty to notify*

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

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

4.8.2 *Employer's duty to consult over change*

- (a) The employer shall consult the employees affected and, where relevant, their Union or Unions about the introduction of the changes, the effects the changes are likely to have on employees (including the number and categories of employees likely to be dismissed, and the time when, or the period over which, the employer intends to carry out the dismissals), and the ways to avoid or minimise the effects of the changes (e.g. by finding alternative employment).
- (b) The consultation must occur as soon as practicable after making the decision referred to in clause 4.8.1.
- (c) For the purpose of such consultation the employer shall provide in writing to the employees concerned and, where relevant, their Union or Unions, all relevant information about the changes including the nature of the changes proposed, the expected effects of the changes on employees, and any other matters likely to affect employees:

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

4.9 Redundancy

4.9.1 *Consultation before terminations*

- (a) Where an employer decides that the employer no longer wishes the job the employee has been doing to be done by anyone, and this is not due to the ordinary and customary turnover of labour, and that decision may lead to termination of employment, the employer shall consult the employee directly affected and where relevant, their Union or Unions.
- (b) The consultation shall take place as soon as it is practicable after the employer has made a decision, which will invoke the provisions of clause 4.9.1(a) and shall cover the reasons for the proposed terminations, measures to avoid or minimise the terminations and/or their adverse effects on the employees concerned.
- (c) For the purpose of the consultation the employer shall, as soon as practicable, provide in writing to the employees concerned and, where relevant, their Union or Unions, all relevant information about the proposed terminations including the reasons for the proposed terminations, the number and categories of employees likely to be affected, the number of workers normally employed and the period over which the terminations are likely to be carried out:

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

4.9.2 *Transfer to lower paid duties*

- (a) Where an employee is transferred to lower paid duties for reasons set out in clause 4.9.1 the employee shall be entitled to the same period of notice of transfer as the employee would have been entitled to if the employee's employment had been terminated under clause 4.7.
- (b) The employer may, at the employer's option, make payment in lieu thereof of an amount equal to the difference between the former amounts the employer would have been liable to pay and the new lower amount the employer is liable to pay the employee for the number of weeks of notice still owing.
- (c) The amounts must be worked out on the basis of:
 - (i) the ordinary working hours to be worked by the employee; and
 - (ii) the amounts payable to the employee for the hours including for example, allowances, loadings and penalties; and
 - (iii) any other amounts payable under the employee's employment contract.

4.9.3 *Transmission of business*

- (a) Where a business is, whether before or after the date of insertion of this clause in the Award transmitted from an employer (transmittor) to another employer (transmittee), and an employee who at the time of such transmission was an employee of the transmittor of the business, becomes an employee of the transmittee:
 - (i) the continuity of the employment of the employee shall be deemed not to have been broken by reason of such transmission; and
 - (ii) the period of employment which the employee has had with the transmittor or any prior transmittor shall be deemed to be service of the employee with the transmittee.
- (b) In clause 4.9.3, 'business' includes trade, process, business or occupation and includes a part or subsidiary (which means a corporation that would be taken to be a subsidiary under the Corporations Law, whether or not the Corporations Law applies in the particular case) of any such business and 'transmission' includes transfer, conveyance, assignment or succession whether by agreement or by operation of law and 'transmitted' has a corresponding meaning.

4.9.4 *Time off during notice period*

- (a) Where a decision has been made to terminate an employee in the circumstances outlined in clause 4.9.1, the employee shall be allowed up to one day's time off without loss of pay during each week of notice for the purpose of seeking other employment.
- (b) If the employee has been allowed paid leave for more than one day during the notice period for the purpose of seeking other employment, the employee shall, at the request of the employer, be required to produce proof of attendance at an interview or the employee shall not receive payment for the time absent. For this purpose a statutory declaration will be sufficient.

4.9.5 *Notice to Centrelink*

Where a decision has been made to terminate employees in the circumstances outlined in clause 4.9.1, the employer shall notify Centrelink as soon as possible giving all relevant information about the proposed terminations, including a written statement of the reasons for the terminations, the number and categories of the employees likely to be affected, the number of workers normally employed and the period over which the terminations are intended to be carried out.

4.9.6 *Severance pay*

- (a) In addition to the period of notice prescribed for ordinary termination in clause 4.7.2(a), and subject to further order of the Commission, an employee whose employment is terminated for reasons set out in clause 4.9.1(a), shall be entitled to the following amounts of severance pay:

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

More than 10 years but not more than 11 years	14
More than 11 years but not more than 12 years	15
More than 12 years	16

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

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

4.9.7 *Superannuation benefits*

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

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

4.9.8 *Employee leaving during notice*

An employee whose employment is terminated for reasons set out in clause 4.9.1(a), may terminate such employment during the period of notice, and, if so, shall be entitled to the same benefits and payments under this clause had such employee remained with the employer until the expiry of such notice:

Provided that in such circumstances the employee shall not be entitled to payment in lieu of notice.

4.9.9 *Alternative employment*

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

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

Clause 4.9 shall not apply to employees with less than one year's continuous service and the general obligation on employers should be no more than to give relevant employees an indication of the impending redundancy at the first reasonable opportunity, and to take such steps as may be reasonable to facilitate the obtaining by the employees of suitable alternative employment.

4.9.11 *Employees exempted*

Clause 4.9 shall not apply:

- (a) where employment is terminated as a consequence of misconduct on the part of the employee; or
- (b) to employees engaged for a specific period or task(s); or
- (c) to casual employees.

4.9.12 *Employers exempted*

(a) Subject to an order of the Commission, in a particular redundancy case, clause 4.9 shall not apply to an employer including a company or companies that employ employees working a total of fewer than 550 hours on average per week, excluding overtime, Monday to Sunday. The 550 hours shall be averaged over the previous 12 months.

(b) A 'company' shall be defined as:

- (i) a company and the entities it controls; or
- (ii) a company and its related company or related companies; or
- (iii) a company where the company or companies has a common Director or common Directors or a common shareholder or common shareholders with another company or companies.

4.9.13 *Exemption where transmission of business*

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

4.9.14 *Incapacity to pay*

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

4.10 Continuity of service - transfer of calling

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

4.11 Anti-discrimination

4.11.1 It is the intention of the parties to this Award to prevent and eliminate discrimination as defined by the *Anti-Discrimination Act 1991* and the *Industrial Relations Act 1999* as amended from time to time, which includes:

- (a) discrimination on the basis of sex, marital status, family responsibilities, pregnancy, parental status, age, race, impairment, religion, political belief or activity, trade union activity, lawful sexual activity and association with, or relation to, a person identified on the basis of the above attributes;
- (b) sexual harassment; and
- (c) racial and religious vilification.

4.11.2 Accordingly in fulfilling their obligations under the grievance and disputes settling procedure in clause 3.2, the parties to this Award must take reasonable steps to ensure that neither the Award provisions nor their operation are directly or indirectly discriminatory in their effects.

4.11.3 Under the *Anti-Discrimination Act 1991* it is unlawful to victimise an employee because the employee has made or may make or has been involved in a complaint of unlawful discrimination or harassment.

4.11.4 Nothing in clause 4.11 is to be taken to affect:

- (a) any different treatment (or treatment having different outcomes) which is specifically exempted under *the Anti-Discrimination Act 1991*; or
- (b) an employee, employer or registered organisation, pursuing matters of discrimination, including by application to the Human Rights and Equal Opportunity Commission/Anti-Discrimination Commission Queensland.

PART 5 - WAGES AND WAGE RELATED MATTERS

5.1 Classification standards

5.1.1 The following classification standards are generic and indicate in broad terms the skills and in some instances, the type of work that may be required of employees. The standards are complimentary to an agreed role evaluation methodology, which values the work role against the classification standards.

5.1.2 The work role is reflected in a workplace statement, that specifies for employees the responsibility and skill requirement of the role.

5.1.3 The classification standards extend across a work and skill range typically performed by employees represented in the following areas. The list is not exhaustive.

- (a) Construction and maintenance of roads, drains, bridges, bushland, parks and gardens;
- (b) Venue maintenance and operational support including Front of House and Stage;
- (c) Community health services including, Cemeteries and Crematoria, and city cleansing activities;
- (d) Construction, maintenance and operation of water supply and sewerage infrastructure and systems;
- (e) Kerbside management, traffic operations and local law enforcement;
- (f) Tree maintenance, vegetation and pest control;
- (g) Quarry operations;
- (h) Receipt, storage, dispatch and transport of materials and equipment associated with Council activities;
- (i) Maintenance of depot and Council facilities;
- (j) City Cat and cross-river ferry services and associated activities, including ticket inspection.

5.2 Definition of classifications

5.2.1 *Operational services employee - entry grade - Relativity to Grade 5 - 87.5%*

- (a) General features of the role

Employees appointed to this grade typically have limited or no relevant work experience. This grade is used to assess the employee's skill level and physical capacity to perform the relevant work. The employee remains in this grade for 6 months and undertakes induction training and competency assessment and works under close supervision in a team environment.

5.2.2 *Operational services employee - grade one - Relativity to grade 5 - 90%*

- (a) General features of the role

Upon appointment to this grade an employee is expected to undertake a range of activities at a basic level within a team environment.

5.2.3 *Operational services employee - grade 2 - Relativity to grade 5 - 92.5%*

- (a) General features of the role

An employee appointed to this grade is expected to undertake a range of activities and commensurate responsibilities within a team environment that require skills that build on the competencies developed in grade One.

- (b) A typical skill required in this grade would be the operation of small plant and hand-powered tools.

5.2.4 *Operational services employee - grade 3 - relativity to grade 5 - 95%*

- (a) General features of the role

An employee appointed to this grade is expected to undertake a range of activities and commensurate responsibilities within a team environment that require skills that build on the competencies developed in grade 2.

An employee at this grade may be expected to co-ordinate a small work team, to drive and operate specific vehicles or plant, if required by the business needs as reflected in the Workplace Statement.

- (b) Examples of typical vehicles associated with roles at this grade are as follows:

- (i) Vehicles not exceeding 4.5 Tonne (G.V.M.)

5.2.5 *Operational services employee - grade 4 - relativity to grade 5 - 97.5%*

(a) General features of the role

An employee appointed to this grade is expected to undertake a range of activities and commensurate responsibilities within a team environment that requires skills that build on the competencies developed in grade 3.

An employee at this grade may be required to provide limited supervision, to drive and operate specific vehicles or plant, if required by the business needs as reflected in the Workplace Statement.

(b) Examples of typical vehicles associated with roles at this grade are as follows:

- (i) 2 axle rigid vehicle or any other rigid vehicle exceeding 4.5 tonne G.V.M. and up to 13.9 tonne G.V.M., inclusive (unless by special permit or registration such vehicle may be up to 15 tonne G.V.M.).

5.2.6 *Operational services employee - grade 5 - relativity 100%*

(a) General features of the role

An employee appointed to this grade is expected to undertake a range of activities and commensurate responsibilities within a team environment, that requires skills that build on the competencies developed in grade 4.

An employee at this grade may be required to provide supervision to a work team, to drive and operate specific vehicles or plant, if required by the business needs as reflected in the Workplace Statement.

(b) Examples of typical vehicles associated with roles at this grade are as follows:

- (i) Rigid vehicles with up to 4 or more axles and a G.V.M. greater than 13.9 tonne, and up to 22.4 tonne G.V.M. inclusive;
- (ii) Articulated vehicle with more than 3 axles, and a G.C.M. of 22.4 tonne or less;
- (iii) Euclid; and
- (iv) Rigid vehicle greater than 13.9 tonne G.V.M. with trailer up to 22.4 tonne G.C.M.

5.2.7 *Operational services employee - grade 6 - relativity to grade 5 - 105%*

(a) General features of the role

An employee appointed to this grade is expected to undertake a range of activities and commensurate responsibilities within a team environment, that requires skills that build on the competencies developed in grade 5.

An employee at this grade may be required to drive and operate specific vehicles or plant if required by the business needs as reflected in the Workplace Statement.

(b) Examples of typical vehicles associated with roles at this grade are as follows:

- (i) Rigid/articulated vehicles with 3 axles or more with a G.V.M. greater than 22.4 tonne; and
- (ii) Rigid/articulated vehicles and heavy trailer combination with 3 or more axles and a G.C.M. up to 32 tonne.

5.2.8 *Operational services employee - grade 7 - relativity to grade 5 - 110%*

(a) General features of the role

An employee appointed to this grade is expected to undertake a range of activities and commensurate responsibilities within a team environment, that requires skills that build on the competencies developed at grade 6.

(b) Examples of typical vehicles associated with roles at this grade are as follows:

Articulated or rigid vehicles with a G.C.M. greater than 32 tonne including dual rear axle vehicles towing the following:

- (i) Tag trailers;

- (ii) Dog trailers;
- (iii) Pig trailers;
- (iv) Semi trailers;

5.2.9 *Operational services employee - grade 8 - relativity to grade 5 - 115%*

(a) General features of the role

An employee appointed to this grade is expected to undertake a range of activities and commensurate responsibilities within a team environment, that requires skills that build on the competencies developed in grade 7.

5.2.10 *Operational services employee - grade 9 - relativity to grade 5 - 120%*

(a) General features of the role

An employee appointed to this grade is expected to undertake a range of activities and commensurate responsibilities within a team environment, that requires skills that build on the competencies developed in grade 8.

5.2.11 *Operational services employee - grade 10 - relativity to grade 5 - 125%*

(a) General features of the role

An employee appointed to this grade is expected to undertake a range of activities and commensurate responsibilities within a team environment, that requires skills that build on the competencies developed in grade 9.

5.2.12 *Operational services employee - grade 11 - relativity to grade 5 - 130%*

(a) General features of the role

An employee appointed to this grade is expected to undertake a range of activities and commensurate responsibilities within a team environment, that requires skills that build on the competencies developed in grade 10.

5.2.13 *Operational services employee - grade 12 - relativity to grade 5 - 135%*

(a) General features of the role

An employee appointed to this grade is expected to undertake a range of activities and commensurate responsibilities within a team environment, that requires skills that build on the competencies developed in grade 11.

5.2.14 *Operational services employee - grade 13 - relativity to grade 5 - 140%*

(a) General features of the role

An employee appointed to this grade is expected to undertake a range of activities and commensurate responsibilities within a team environment, that requires skills that build on the competencies developed in grade 12.

5.2.15 *Operational services employee - grade 14 - relativity to grade 5 - 145%*

(a) General features of the role

An employee appointed to this grade is expected to undertake a range of activities and commensurate responsibilities within a team environment, that requires skills that build on the competencies developed in grade 13.

5.3 Classification and operating principles

5.3.1 Basis for remuneration

Payment is determined by the skill level of the role, not the tasks undertaken. Therefore, payment does not automatically vary when particular tasks or new tasks are performed. Employees will on occasion perform work of a similar nature and

because of the different skill levels required, attract different classification rates. This principle adheres to the concepts of competency based remuneration and payment for skills required.

5.3.2 *Higher duty performance*

Employees temporarily called upon to perform all, or a substantial part of a role at a higher grade, will attract a pay rate applicable to that grade, provided they have undertaken work at the higher grade for a full working day.

5.3.3 *Working within skill and safety limits*

The Council may direct an employee to carry out such duties as are within the limits of the employee's skill, competence and training consistent with the classification structure of this Award, provided that such duties are not designed to promote deskilling and are in accordance with the *Workplace Health and Safety Act 1995*.

(a) Further to Agreement reached on 26 April 1988, such tasks may include, but are not limited to:

- (i) minor maintenance and repairs, including use of powered and other hand tools;
- (ii) minor field repairs, part replacements; replacing wheels on small mobile plant, light bulbs and other components of equipment utilised by the team to ensure work can continue in a safe and productive manner;
- (iii) oxy-acetylene and associated tasks, as required, by suitably skilled employees;
- (iv) towing of movable plant to and from work sites;
- (v) small painting jobs, work on pipes and drains;
- (vi) minor maintenance on pumps and bleeding compressors;
- (vii) minor multi-skilling in scientific and analytical services.

5.3.4 *Award flexibility*

The parties agree in principle that the new Award skill level definitions and agreed classification structures will be more suitable for the needs of the Brisbane City Council, generally more broadly based, more truly reflective of the different skill levels of the tasks now performed, and which shall incorporate the ability for an employee to perform a wider range of duties where appropriate. For example, minor plumbing and maintenance work on water services, truck driving, and plant operation. This ability is limited to the extent of training, accreditation and licensing requirements.

5.3.5 *Role evaluation process*

When Divisions or Business Units restructure work to meet business needs, or decide to expand operations into new areas or update existing workplace statements as changes become necessary, the workplace statement shall be referred to the Corporate Wages Grading Committee for evaluation. Giving consideration to employee consultation, workplace statement quality, corporate grading consistency and equity. Updating existing Workplace Statements need to be agreed by both management and the Union to ensure the statement reflects work practices required by Council, before being submitted to the Corporate Wages Grading Committee.

The Corporate Wages Grading Committee, including 2 management representatives and a Union representative and chaired by an HR Consultant, shall utilise the agreed role evaluation procedure to assess and assign a Grade level to the role.

5.3.6 *Appointment process*

Employees are attached to workplace statements through an appointment selection process when vacancies occur or new roles are created. Employees are selected based on skill, knowledge and relevant experience as assessed against the advertised selection criteria in accordance with the agreed Council merit-based recruitment and selection process.

5.3.7 *Classification structure - progression*

Progression through the Award Classification Structure is as follows:

(a) Entry to Grade 3:

- (i) Eligibility for progression will occur by the acquisition of skills assessed (demonstrated competency) on a 6 monthly basis.

(ii) The skills to be assessed are selected from related workplace roles within the entry to grade 3 range.

(iii) The skills to be assessed are identified and agreed at the beginning of each assessment period.

(b) Grade 4 and above:

(i) Progression by vacancy only

(ii) Vacancies to be advertised.

5.4 Wages

5.4.1 The minimum rates of wages to be paid to the undermentioned classes of employees shall be as follows:

Classification and Wage Structure

Description	Grade	Relativity %	Award Rate Per Week \$
Operational Services Employee	Entry	87.5	727.50
	Grade 1	90.0	738.00
	Grade 2	92.5	748.50
	Grade 3	95.0	759.50
	Grade 4	97.5	770.00
	Grade 5	100	786.00
	Grade 6	105	810.00
	Grade 7	110	834.00
	Grade 8	115	856.00
	Grade 9	120	880.00
	Grade 10	125	904.00
	Grade 11	130	928.00
	Grade 12	135	952.00
	Grade 13	140	976.00
Grade 14	145	1000.00	

5.4.2 Casual performance employees

(a) The performance rates indicated cover front of house and stage employees at Brisbane City Council venues, including City Hall.

Front of House employees perform work including ushering, monitoring, cloak room attendants, program sellers, ticket taking and selling, door attendants, gallery ushers, commissionaires and stage door keepers.

(b) Employees shall be engaged on a casual performance basis for a minimum engagement period indicated in the Performance Rate Table except where clause 4.4.1 is applied by the employer. The Performance Rate equals the minimum engagement period multiplied by the appropriate classification hourly rate (38 hour week) to which is added the 23 % casual loading.

Performance Rate Table	Classification	Minimum engagement period
Front of House Employees	OSE Grade 3	4 hours
Spotlight/Stage/Properties/Lights/Flys Public Address/Light Controller/ Sound	OSE Grade 4	3.5 hours
Operator/Switchboard	OSE Grade 5	3.5 hours

(c) A Casual Performance Employee shall be paid one OSE grade higher than would apply under the above classification for any performance that they are in charge of and supervise other employees.

(d) All work Monday to Saturday, shall be paid at the ordinary performance rate. Work after midnight and before 6.00 a.m., Monday to Saturday, and all work on Sundays shall be paid at double the base rate. Work on public holidays shall be paid at 2 and a-half times the base rate.

(e) Work may continue for additional performances on the same day, after which overtime may apply at the rate of time and half for the first 3 hours and double time thereafter. An unpaid meal break of between 30 to 60 minutes shall be provided within 4-6 hours of the start of work on any engagement, with a paid break and meal allowance if overtime is worked for more than one hour.

5.5 Allowances

5.5.1 All-purpose operational allowance

The following allowance is provided in recognition of the potential discomfort arising from the working environment, the wearing of personal protective equipment and additional responsibilities to ensure safe working practices, and shall not be represented as encouragement or compensation for working in unsafe conditions.

Whilst engaged on any or all of the following activities an employee shall be paid an all-purpose allowance at the rate of \$29.00 per week to be treated as part of the ordinary weekly wage for the purposes of this Award to compensate for the working environments and conditions associated with such activities:

- (a) Work at quarries, gravel pits, crushing plants, screening plants and similar plants where such plants are in operation. The allowance shall not apply if the plants are operated in a wet process method or other methods that prevent the occurrence of a dust nuisance.
 - (b) Construction, reconstruction, alteration, repair and/or maintenance work as defined at clause 5.5.1c), including:
 - (i) Climatic conditions where working in the open on all types of work;
 - (ii) The physical disadvantages of having to climb stairs or ladders and including work at heights above 7.5m from the ground;
 - (iii) Dust blowing in the wind on construction sites;
 - (iv) Sloppy, muddy or wet conditions;
 - (v) Dirty conditions and handling dirty materials including bitumen, tar, asphalt, and tarred material;
 - (vi) Drippings from newly poured concrete;
 - (vii) Working on all types of scaffold other than a single plank or bosun's chair;
 - (viii) The lack of usual amenities associated with factory work;
 - (ix) Working in water up to a depth not exceeding 750 mm;*
- *Employees who are required to work in water to a depth exceeding 750 mm shall also be paid in accordance with clause 5.8.4.
- (c) All work performed on site on the construction, reconstruction, alteration, repair and/or maintenance of:
 - (i) pipe lines, culverts, box culverts, bridges, overpasses, underpasses, and concrete work incidental thereto;
 - (ii) kerbing, channelling, roads, traffic islands, concrete walls;
 - (iii) land reclamation;
 - (iv) ornamental lakes, concrete ornamental gardens, and retaining walls, wharves, piers, jetties, buildings or similar structures, but only for the purposes of construction by Bridge Carpenters, Foreperson Bridge Carpenters, Form Framers, and/or Setters and Form Setters Assistants;
 - (v) water towers, water treatment works, water mains (including repair to trunk mains and/or reticulation mains of greater than 304 mm in diameter and working in water of such depth as will overtop the toecap of a normal boot), water services;
 - (vi) reservoirs, dams, barrages, weirs or similar structures;
 - (vii) sewerage and sewerage treatment works, including whilst making connections to live sewers.
 - (d) Work at rubbish dumps, landfills, waste collection and transfer stations, including burning-off, containment of grassfires and bushfires.
 - (e) Cleaning of stormwater channels, pipes, tunnels and other drains and use of mechanical gully eductors, picking up street refuse, emptying rubbish and litter bins; removal of litter, dumped material and animal matter from parks, restoration of vandalised or damaged equipment, and recovery operations following storms, floods and bushfires; cleaning lavatories and other city cleansing activities.

- (f) Vegetation and pest control including tree maintenance, tree lopping, tree climbing, (including use of chainsaws from cherry-pickers), total extraction of trees and removal, groundsel eradication, weed control, mosquito and pest control, involving use of herbicides, insecticides and other poisonous or toxic substances, including working from a boat or aquatic weed harvester on water or aerial spraying. (Employees who are engaged in handling and using prescribed pesticides and herbicides shall be licensed as required under relevant legislation).

The payments prescribed in clause 5.5.1 shall be in full compensation for all current environmental and working conditions not specifically compensated for or allowed for in any other provision of this Award and in lieu of previously listed Award payments pertaining to the above activities.

Employees shall not be entitled to this all purpose operational allowance where they are:

- in receipt of an additional disability payment or site allowance for a specific project;
- involved in the operation of a dam, weir or barrage, or on the construction or maintenance of tourist facilities, gardening, grass cutting or other agricultural operations at a dam weir or barrage;
- engaged in work on Cemeteries:

Provided further that employees of sewerage treatment plants and sewerage pumping stations shall not receive payment pursuant to clause 5.5.1.

5.5.2 *Brisbane Water allowances*

The following provisions only apply to the relevant employees employed within Brisbane Water.

(a) Water treatment plant and water storage employee's section

- (i) Employees engaged in the cleaning out of sedimentation basins shall be paid \$1.40 per day in addition to their ordinary rates:

Provided that in lieu of this payment, when engaged in cleaning out basins where the minimum depth of silt measured after draining out is 600 mm or more on the inlet side of the basin, such employee shall be paid at the rate of time and a-half for the period worked in the basin.

- (ii) Employees required to internally clean the alum storage tanks shall be paid at the rate of time and one-half for all time so spent in such tanks.
- (iii) Employees required to internally clean lime mixing tanks shall be paid at the rate of time and a-half for all time so spent in such tanks.

(b) Sewer maintenance section

- (i) Extra payments for work in main sewer - In addition to the normal rate prescribed for 'Maintenance person (Sewerage)', sewer maintenance employees and ganger, when engaged on work in the main sewer, as hereinafter defined, and wet wells of sewerage pumping stations where the depth is greater than 4.5 m (for the purposes of clause 5.5.2(b) depth shall be measured from the upper face of the slab or floor over the wet well to the bottom of the inside of the wet well), shall be paid an allowance of \$3.70 per day which shall be treated as part of the total wage and taken into consideration for the purpose of computing overtime:
- (ii) Provided in lieu of the said allowance such employees shall be paid an allowance of \$9.70 per day for any day during which they do not qualify for the penalty prescribed for employees engaged on live sewer work involving personal contact with live or raw sewage:
- (iii) Provided further that notwithstanding anything elsewhere contained in this Award, sewer maintenance employees and ganger shall work as required in the main sewer as hereinafter defined between 11.00 p.m. on Sunday, Monday, Tuesday, Wednesday, Thursday and 7.00 a.m. on Monday, Tuesday, Wednesday, Thursday and Friday, respectively, with half an hour for a meal for which no deduction in pay shall be made, at ordinary rates of pay (not being overtime or other penalty rates), plus an allowance as above prescribed; but for each employee shall be paid \$19.70 in addition to such ordinary rates and allowance.

For the purposes of clause 5.5.2, the main sewer shall be defined as:

- the main sewer from maintenance hole 63, Eagle Farm pumping station to maintenance hole 132 opposite the Hocking Street syphon;

- the Norman Creek sewer from its junction with the main sewer at maintenance hole 102, James Street, to maintenance hole 35, Vulture Street, East;
 - the Breakfast Creek Sewer from its junction with the main sewer at maintenance hole 94, Breakfast Creek Road, to maintenance hole 3 in Abbotsford Road;
 - any other sewer as determined from time to time by the Engineer for Water Supply and Sewerage.
- (iv) Employees engaged on live sewer work involving personal contact with live or raw sewage shall for all work so performed be paid an additional amount equal to one half of ordinary rates.
- (v) The said additional payment shall be made as for a minimum period of 4 hours on any ordinary working day, Mondays to Fridays inclusive:

Provided that for work on Saturdays, Sundays or public holidays employees shall be paid in addition to any other rate of payment prescribed an additional payment of one half of ordinary time:

Provided further that the provisions of clause 5.5.1 (All purpose operational allowance) (previously Construction, reconstruction, alteration, repair and/or maintenance work allowance) shall not apply to employees when engaged on live sewer work:

Provided further that in respect of the times during which the said extra payment is made the allowances as prescribed by clauses 5.8.3 and 5.8.4 shall not be payable.

(c) Sewerage pumping stations

- (i) Labourers at Eagle Farm Pumping Station and at other Mechanical and Electrical installations shall be paid on the same basis as tradespersons in these areas an allowance of \$3.28 per week to compensate for the extraordinary wear and tear on overalls and boots caused by the nature of the work carried out on live sewerage installations or on work which has been brought from a live sewerage installation or on work where the use of alum or chlorine would effect their clothing or footwear.
- (ii) Such additional allowance of \$3.28 per week shall not be payable during periods of annual leave or long service leave and shall not be considered to be part of the wage rate for the calculation of overtime.
- (iii) Where an Engineer certifies that this work is dirty a 18.70c per hour dirt money payment shall be made.

(d) Sewerage and waste treatment plant employees

- (i) In addition to payment for work done on public holidays for overtime, an allowance for \$7.30 per day for each Saturday, Sunday or public holiday shall be paid as compensation to operators directed to work at sewage treatment plants on any of the aforementioned days.
- (ii) The classification of treatment plants shall be determined by the Divisional Manager, Brisbane Water.
- (iii) Employees required to enter, clean and inspect digesters at sewage treatment plants shall be paid 94.7c per hour for the time so worked in addition to the rates prescribed by this Award.

(e) Water supply and sewerage labourers - general

- (i) Where employees are engaged in repairs to trunk mains and/or reticulation mains of 304 mm diameter or over, and are required to work in water of such depth as will overtop the toecap of a normal boot, they shall be paid 63c per day in addition to the ordinary rates prescribed.
- (ii) Sewerage construction workers engaged in making connections to live sewers shall be paid 63c per day in addition to their ordinary rate of pay while so employed.
- (iii) Sand blasters whilst working in valve pits, the roofs of which have not been removed, shall be paid an allowance of 55.65c per hour.
- (iv) Employees preparing epoxy compounds for painting, and painting with epoxy compounds, shall be paid an allowance of 57.8c per hour whilst so engaged.

5.5.3 *Rodent control*

- (a) An employee who is required to supply a dog for use in rat destruction and supplies a proficient rat killing dog shall be paid an allowance of \$22.17 per week for each dog up to a maximum of 2 dogs.

- (b) Such allowance shall be paid to the employee concerned during absences on annual leave, paid sick leave or whilst receiving workers compensation payments.
- (c) Provided, however, if any such dog, through no fault of the employee, is killed during the hours of employment on rat destruction work, the employer shall reimburse the owner an amount of \$105.60.
- (d) Dogs engaged in rodent control shall be exempt from Council dog registration fees.

5.5.4 *Survey assistant*

Work carried out by employees assisting Surveyors, whilst working on the carriageway on declared main roads in respect of which the Council has no traffic authority and the work is carried out in heavy traffic conditions, shall attract an allowance of \$12.10 per day for any day or part of a day on which such work is performed.

5.5.5 *Tool allowance*

Bridge Carpenters and Form setters using their own tools shall be paid \$11.10 per week allowance in addition to their ordinary rates of pay. This allowance shall not be paid while the employee is on annual leave.

5.5.6 *First aid*

Any qualified employee appointed by the employer to perform first-aid duties, and who works 3 days or more in any one week shall be paid \$16.00 per week in addition to their ordinary rate of pay.

5.6 Payment of wages

5.6.1 All employees shall be paid weekly and not more than 2 days' pay shall be kept in hand.

5.6.2 Each employee shall be supplied with a statement setting out the total amount earned at ordinary rates, the amount earned at overtime rates, and any additional amounts together with particulars of items for which deductions have been made.

5.6.3 Wages shall be paid by way of electronic funds transfer (EFT) to a financial institution with EFT facilities nominated by the employee:

Provided that the Council, at its discretion, may elect to pay wages by cash or cheque. Where it is established that an employee would suffer genuine hardship as a result of payment by EFT, discussions shall be held between the employee and the Council on an alternate method of payment.

5.6.4 Where wages are paid by EFT, the Council shall take all reasonable steps to enable the wages to be transferred to the employee's account prior to the normal ceasing time on the nominated payday. Where wages are paid by a means other than EFT, payment shall be made in the employer's time. If payment of wages is not so made employees shall be paid at ordinary rates for the time they are kept waiting.

5.6.5 Where an employee's employment is terminated by either the Council or by the employee all monies due to the employee from the Council shall be paid within 24 hours.

5.7 Calculation of monetary amounts

5.7.1 Notwithstanding anything to the contrary in this Award the following shall apply in calculating the entitlements of employees of the Brisbane City Council in respect of any monetary amounts prescribed in this Award:

- (a) Any monetary amount specified as applying on a per hour basis shall be multiplied by the fraction 40/38. If expressed on a daily basis shall be multiplied by the fraction 10/9.
- (b) Any monetary amount specified as applying on a rate per week basis shall be divided by 38 where it is necessary to determine an hourly rate in order to calculate an entitlement in respect to as part of a week.

5.8 Wet conditions

5.8.1 All time lost due to wet weather shall be paid at ordinary time rates, provided that employees report for work and hold themselves in readiness. The supervisor under whose direction the employees are working on that day shall decide whether or not it is too wet to work. Employees who are prevented from performing their normal duties due to wet weather shall perform alternate duties or training as directed by their employer during such periods.

5.8.2 When an employee is required to work in the rain, they shall wear waterproof clothing as provided by the employer, where practicable. If an employee gets their work clothing wet as a result of a requirement to perform work in the rain, regardless of wearing the waterproof clothing supplied by the employer, the employee shall be paid single

time in addition to ordinary time or overtime payments for the time between becoming wet and changing into dry clothes or until the employee ceases work, whichever is the earlier.

5.8.3 Employees engaged in sinking wet holes, digging wet trenches or working in manholes which are wet shall be paid \$4.70 per day in addition to the rates prescribed by this Award.

A place shall be deemed to be "wet":

(a) when water other than rain is dropping from overhead so that the clothing of persons employed there will become saturated with water; or

(b) where an employee works without protective waterproof footwear in water and/or slush underfoot to a depth exceeding 50 mm:

Provided that no place shall be considered wet where employees are not actually working or where the wetness is caused by rain or by a jet or spraying of water:

Provided further that the foregoing allowance for wet places shall not be payable in addition to the allowances prescribed in clause 5.5 (Allowances).

5.8.4 *Working in water* - Employees who are required to work in water to a depth exceeding 750 mm shall be paid \$2.0535 per hour, with a minimum payment of \$4.11 in addition to the rates prescribed by clause 5.4.

This allowance is payable in lieu of that prescribed for working in wet places.

5.9 Toxic spills or radioactive materials

In any case where an employee comes into contact with toxic spills and/or radioactive materials and is directed by the employer to wear breathing apparatus, such employee shall, whilst actually so engaged, be paid an additional sum of 25% of their ordinary yearly rate in addition to the rate of pay otherwise payable to them at that time under the Award.

5.10 Stand-by allowance

5.10.1 Stand-by employee

Stand-by employee means an employee, who is required to be available to attend to break downs and/or for work that cannot wait until the commencement of ordinary work or to address issues by remote monitoring and/or access.

Employees required to be on stand-by outside of their ordinary working hours shall be paid an allowance at the rate of 21% of the base OSE Grade 5 per week (\$165.00) for each week that they are required to be on stand-by.

The rate of stand-by allowance currently paid to Brisbane Water employees (\$22 per day as from 20 May 2002) shall continue until such time as the weekly rate applicable under the above formula exceeds \$154 per week.

5.10.2 Call out provisions

All call outs will be paid at double the ordinary time rate, with a minimum payment for 3 hours, except for public holidays when any time worked in excess of the minimum of 3 hours shall be paid at the appropriate penalty rate.

A stand-by employee required to attend to work outside ordinary hours shall be paid for such work from the time of contact to commence that work and until they return home from that work, but they must leave and return home within a reasonable time:

Provided that if another call out occurs within 3 hours of the previous call out, and the employee has returned home, another minimum of 3 hours will apply. If another call is received while 'out on call', overtime payment shall continue and a new minimum payment shall not apply.

Employees called out to work overtime from midnight, or required to work overtime after midnight, shall be paid double time for such overtime.

Time and a-half shall be paid when employees commence work between 6.00 a.m. and the usual starting time.

Sewerage maintenance employees will be allowed a period of 30 minutes as washing time after the minimum payment has been reached.

5.10.3 Standby on public holidays - leave-in-lieu proviso

A stand-by employee shall be entitled to one ordinary rostered working day equivalent, leave-in-lieu for each public holiday on which they are required to be on standby.

Employee's leave-in-lieu balances as at date of agreement, i.e. employee's current balances to be 'frozen' and employees have an option to either:

- (a) Being paid out all accrued entitlements; or
- (b) Retaining* this leave in lieu balance (in hours) until they leave Council's employment; or
- (c) Transfer up to 38 hours of this balance to the new leave-in-lieu system, and freeze* or payout remainder.

From 1 July 2006, employees can only accrue a maximum of 76 hours leave in lieu, apart from any retained ('frozen') leave.

Each 12 months after 1 July 2006, any Leave in lieu accrued during the last 12 months, that is greater than 76 hours, will be paid out at the employees prevailing (current) rate.

All payouts would be at the prevailing employee's rate (i.e. at the time of payment).

**If an employee wishes to access any or to be paid out their "frozen" Leave in lieu balances (prior to resignation), they can request approval from their Divisional Manager.*

5.10.4 Remote response

A stand-by employee who is required to remain at home (or designated place) to:

- (a) respond to phone calls or messages;
- (b) provide advice (phone fixes);
- (c) arrange call-out of other employees;
- (d) remotely monitor and/or address issues by remote telephone and/or computer access;

shall be paid, one hour at the employee's ordinary time rate for each call received, provided that if another call is received within the hour, another payment shall not be made.

Where such a call or work exceeds half an hour, the employee shall be paid at the appropriate overtime rate for the duration of the call or time worked on the remote telephone and/or computer access, in lieu of this remote response payment.

If the employee is unable to resolve the issue and is required to leave home to resolve the problem, the employee shall be entitled to paid overtime in accordance with the above call out provisions in lieu of this remote response payment.

5.10.5 Non stand-by employees - call back (recall) non-continuous overtime

An employee, who is not on stand by, who is called back to work overtime after ceasing work, whether notified before or after leaving the Council's premises, or who was not notified before commencement of work on that day that they were required to work such overtime and who returns home on completion of such overtime work, shall be paid for such work from the time of contact to commence that work until they return home from that work, but they must leave and return home within a reasonable time, at the appropriate overtime rate, with a minimum payment of 4 hours at the appropriate overtime rates for each time they are required to work:

Provided that, except in the case of unforeseen circumstances arising, the employee shall not be required to work the full 4 hours if the work that the employee is called back to perform is completed in a shorter period.

An employee, who is not on stand by, who is required to remotely monitor and/or access to address issues, shall be paid from the initial contact and shall be paid a minimum of 2 hours at the appropriate overtime rate for their role.

5.10.6 Non stand-by employees (planned non-continuous overtime)

An employee, who is not on stand by, who is required to work planned (pre-arranged non-continuous) call back overtime after ceasing work and who was notified before commencement of work on that day that they were required to work such overtime, and who returns home on completion of such overtime, shall be paid a minimum payment of 4 hours at the appropriate overtime rates for each period of overtime they have been arranged to work:

Provided that, except in the case of unforeseen circumstances arising, the employee shall not be required to work the full 4 hours if the pre planned work that the employee is required to perform is completed in a shorter period.

Where the overtime worked in accordance with this arrangement exceeds 4 hours, the employee shall be paid travel time, at the ordinary time base grade 5 rate for the time from leaving home to commence that work and for the time to return home after completion of that work, or shall be paid mileage allowance to and from the employee's place of residence to the site, which ever is the greater.

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

6.1 Hours of work

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

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

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

- (a) Ordinary hours worked on a Saturday shall be paid at the appropriate weekend penalty rate specified in clause 6.2 (Overtime) of this Award;
- (b) Any arrangement of hours which includes a Saturday or Sunday as ordinary hours shall be subject to agreement between the employer and the majority of employees concerned.

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

Provided that work done outside the hours of 6.00 a.m. to 6.00 p.m. shall be paid at the overtime rate and will be deemed to be part of the ordinary hours of work for the purposes of clause 6.1.

Employees shall be allowed 10 minutes before meal times and ceasing times for cleaning hands when using tar, bitumen, red oxide lead, creosote, paint and other similar dirty materials. The employer shall provide oil for such purposes.

Sewerage employees working in mud and water shall be allowed a quarter of an hour before a crib break and knock-off time for washing purposes, at the discretion of the engineer.

6.1.4 The ordinary starting and finishing times of various groups of employees or individual employees, may be staggered provided that there is agreement between the employer and the majority of employees concerned:

Provided that by agreement between the Union and the employer, the ordinary hours may be worked over a fortnightly period of 9 consecutive working days and not more than 8 hours 27 minutes may be worked on such days at ordinary rates. Other daily hours arrangements as provided by clause 6.1.6, that provide for a shorter working week, or other flexible working arrangements are also allowed. The rostered day off in these circumstances will normally be a Friday or Monday. It is agreed where operational needs require, and a genuine business case exists and is explained to employees and the relevant Union, rostered days off (RDO's) may be arranged on other days of the week through agreed rosters or other agreed arrangements.

6.1.5 *Cleaning hands* - Employees shall be allowed ten minutes before meal times and ceasing times for cleaning hands when using tar, bitumen, red oxide, red lead, creosote, paint, or other similar dirty materials. The employer shall supply oil for such purposes.

6.1.6 The ordinary hours of work prescribed herein shall not exceed 10 hours on any day:

Provided that where the ordinary working hours are to exceed 8 on any day, the arrangement of hours shall be subject to the agreement of the employer and the majority of the employees concerned:

Provided further that by arrangement between an employer, the Union concerned and the majority of employees in the work section or sections concerned, ordinary hours not exceeding 12 on any day may be worked subject to:

- (a) the employer and the employees concerned being guided by the workplace health and safety provisions of the ACTU Code of Conduct on 12 hour shifts;
- (b) proper health monitoring procedures being introduced;
- (c) suitable roster arrangement being made; and
- (d) proper supervision being provided.

6.1.7 An employee required to work underground or in a trench exceeding 4.6m in depth shall be allowed a 30 minute crib on the surface in ordinary time (i.e. without loss of pay).

6.1.8 *Annualisation and averaging of wages*

The employer and the Union concerned and the majority of affected employees may average or annualise regular payments as agreed to provide a more stable income over a roster cycle:

- (a) Annualised wages may include penalties, allowances, public holidays, leave loading, overtime and other specified payments as agreed by management and the relevant Union.
- (b) Averaged payments may include accrued time, penalties, allowances or other specified payments as agreed by management and the relevant Union, over an agreed roster cycle or pay periods.
- (c) Overtime and other payments, not included in annualised wages or averaged payments, will be paid in accordance with the conditions prescribed elsewhere in the Award, not at the annualised or averaged rate.
- (d) Wage payments made under clause 6.1.8 shall be weekly or as otherwise agreed.
- (e) Payments to casuals not specified at clause 5.4.2 may be made on a performance, or session basis, by agreement between the employer relevant Union and the majority of employees affected.

6.2 Overtime

6.2.1 Excepting as otherwise provided herein, all time worked outside or in excess of the ordinary working hours during each day, except Sundays and public holidays, shall be paid for at the rate of time and a-half for the first 3 hours and at the rate of double time thereafter:

Provided that if employees are called upon to work overtime commencing after midnight on Friday but before 6.00 a.m. Saturday or are requested to continue to work overtime after midnight on Friday they shall be paid at the rate of double time for all such work performed until midnight Saturday.

6.2.2 Where work commences at 6.00 a.m. or later on a Saturday, such work shall be paid for at the rate of time and a-half for the first 3 hours and at double time thereafter, with a minimum of 4 hours' work or payment therefore (unless clause 5.10.2 applies when the minimum shall be 3 hours at double time):

Provided that where more than one shift per day is worked all overtime shall be paid for at double time rates. All overtime worked by shift workers shall be paid for at the rate of double time.

6.2.3 Except in the case of watchpersons and employees on ferries, all work done on Sundays shall be deemed overtime, and shall be paid for at the rate of double time with a minimum of 4 hours' work or pay therefore:

Provided that where clause 5.10.2 applies a minimum of 3 hours will apply.

6.2.4 In the case of watchpersons, all time worked in excess of the ordinary weekly working hours prescribed in this Award shall be deemed overtime and paid for at the rate of time and a-half.

6.2.5 Any employee who is required to continue working for more than one hour after the ordinary ceasing time shall be allowed 30 minutes for crib after the first hour worked, also 45 minutes after each further 4 hours worked for which no deduction of pay shall be made.

6.2.6 Employees working a fortnightly period of 9 working days, who are required to work on their agreed day off, shall be paid the overtime rates prescribed for work on Mondays to Fridays in this Award.

6.2.7 *Rest period after performing overtime duty*

- (a) Employees who work so much overtime:

- (i) Between the termination of their ordinary work on one day or shift, and the commencement of their ordinary work on the next day or shift that they have not at least 10 consecutive hours off duty between these times;
- (ii) Sundays and public holidays, not being ordinary working days without having had 10 consecutive hours off duty in the 15 hours preceding their ordinary commencing time on their next ordinary day or shift;

Provided that clause 6.2.7(a)(ii) shall not apply to an employee required to work overtime which commences within the period of 10 hours immediately preceding the ordinary commencing time on Monday or next ordinary working day after a public holiday and where the period of overtime worked is less than 5 hours.

Shall subject to clause 6.2.7, be released after completion of such overtime until they have had 10 consecutive hours off duty without loss of pay for ordinary working time occurring during absence. If on the instructions of the employer such an employee resumes or continues work without having had such 10 consecutive hours off duty, they shall be paid double rates until they are released from such duty for such period and they shall then be entitled to be absent until they have had 10 consecutive hours off duty without loss of pay for ordinary working time occurring during such absence.

Provided that, where an employee is recalled to work after the ordinary ceasing time, overtime worked in such circumstances shall not be regarded as overtime for the purposes of this subclause where the actual time worked is less than two hours on such recall or on each of such recalls.

- (b) The provisions of clause 6.2.7 shall apply in the case of shift workers who rotate from one shift to another as if 8 hours were substituted for 10 hours when overtime is worked:
 - (i) For the purpose of changing shift rosters;
 - (ii) Where a shift worker does not report for duty; and
 - (iii) Where a shift is worked by agreement between the employees themselves.

6.3 Meal break and meal provision

- 6.3.1 A meal break of not less than 30 minutes and no more than one hour shall commence within 4-6 hours of the start of ordinary time, as agreed between the employees and team leader.
- 6.3.2 Where work continues beyond 6 hours from the start of ordinary time, or the agreed meal time, due to emergent or operational need, all time subsequently worked shall be paid at double time rates until a break of at least 30 minutes is permitted for a meal, and no deduction of ordinary pay shall be made for the time so occupied outside the agreed meal time.
- 6.3.3 When employees are kept working for more than one hour after their usual time for ceasing work the employer shall provide a meal or allow \$12.10 in lieu thereof and for every additional 4 hours a further meal shall be provided or an additional \$12.10 paid shall be paid to the employee.

6.4 Rest pauses

An employee shall be entitled to a rest pause of 10 minutes' duration in the employer's time in the first and second half of the employee's daily work. Such rest pauses shall be taken at such times as will not interfere with continuity of work where continuity is necessary. These breaks may also be combined so that one break of 20 minutes is taken, subject to the agreement of the employer and the majority of affected employees.

6.5 Shift work

- 6.5.1 (a) The ordinary working hours of continuous shift workers and shift workers whose work is connected with or incidental to any continuous process shall average 38 hours per week inclusive of crib time and shall not exceed 152 hours in 28 consecutive days:

Provided that, where the employer, the Union and the majority of employees concerned agree, a roster system may operate on the basis that the weekly average of 38 hours is achieved over a period which exceeds 28 consecutive days. Subject to the following conditions, such shift workers shall work at such times as the employer may require.

- (b) For the purposes of clause 6.5:
 - (i) "Day shift" shall commence at or after 6.00 a.m. and before 12.00 noon;
 - (ii) "Afternoon shift" shall commence at or after 12.00 noon and before 6.00 p.m.;

(iii) "Night shift" shall commence at or after 6.00 p.m. and before 6.00 a.m.

(c) A shift shall consist of not more than ten hours inclusive of crib time:

Provided that:

- (i) in any arrangement of ordinary working hours where the ordinary working hours are to exceed 8 on any shift the arrangement of hours shall be subject to agreement between the employer and the majority of employees in the work section or sections concerned; and
- (ii) by agreement between an employer, the Union concerned and the majority of employees in the plant, work section or sections concerned, ordinary hours not exceeding 12 on any day may be worked subject to:
 - (A) the employer and the employees concerned being guided by the workplace health and safety provisions of the ACTU Code of Conduct on twelve hour shifts;
 - (B) proper health and monitoring procedures being introduced;
 - (C) suitable roster arrangements being made; and
 - (D) proper supervision being provided.
- (iii) Except at the regular changeover of shifts an employee shall not be required to work more than one shift in each 24 hours.

6.5.2 Clause 6.5 shall apply to shift workers not upon continuous work as herein before defined. The ordinary hours of work shall be an average of 38 per week to be worked on one of the following bases:

- (a) 38 hours within a period not exceeding 7 consecutive days or
- (b) 76 hours within a period not exceeding 14 consecutive days; or
- (c) 114 hours within a period not exceeding 21 consecutive days; or
- (d) 152 hours within a period not exceeding 28 consecutive days;
- (e) The ordinary hours shall be worked continuously except for meal breaks at the discretion of the employer. An employee shall not be required to work for more than 5 hours without a break for a meal. Except at regular changeover of shifts an employee shall not be required to work more than one shift in each 24 hours:

Provided that:

- (i) the ordinary hours of work prescribed herein shall not exceed 10 hours on any day;
- (ii) in any arrangement of ordinary working hours where the ordinary working hours are to exceed 8 on any shift the arrangement of hours shall be subject to agreement between the employer and the majority of employees in the work section or sections concerned; and
- (iii) by agreement between an employer, the Union concerned and the majority of employees in the work section or sections concerned, ordinary hours not exceeding 12 on any day may be worked subject to:
 - (A) the employer and the employees concerned being guided by the workplace health and safety provisions of the ACTU Code of Conduct on 12 hour shifts;
 - (B) proper health and monitoring procedures being introduced;
 - (C) suitable roster arrangements being made;
 - (D) proper supervision being provided.

6.5.3 *Shift allowances*

- (a) In addition to the rates prescribed by this Award, a 15% penalty shall be paid for afternoon and night shifts worked. However, no afternoon or night shift shall be recognised as such unless the employee works for more than 5 successive working afternoons or nights:

Provided that the employee does not absent themselves from work voluntarily.

- (b) This additional shift allowance shall not apply to shift work performed on a Saturday or Sunday. All ordinary time worked by shift workers between midnight Friday and midnight Saturday shall be paid for at the rate of time and a-half for the first 3 hours and double time thereafter and between midnight Saturday and midnight Sunday shall be paid for at the rate of double time.

Provided that where the Union and the employer agree, then agreed rates shall apply.

- (c) When such roster fixes 11.00 p.m. on Sunday as the starting time of the night shift, work done between 11.00 p.m. and midnight on Sunday shall not be regarded as overtime, but shall be paid for in accordance with clause 6.5.3(a).

Provided that where the Union and the employer agree, then agreed rates shall apply.

PART 7 - LEAVE OF ABSENCE AND PUBLIC HOLIDAYS

7.1 Annual leave

- 7.1.1 All employees (other than a casual/part-time employee) covered by this Award shall at the end of each year of their employment be entitled to annual leave on full pay as follows:

- (a) In the case of turncocks, who are required to stand by at all hours 5 weeks' annual leave
- (b) Not less than 5 weeks if employed on shift work where 3 shifts per day are worked over a period of 7 days per week.
- (c) Not less than 4 weeks in any other case.

- 7.1.2 For the purpose of clause 7.1 "year of employment" shall mean and include any year of employment completed on or after 3rd December, 1973.

- 7.1.3 Such annual leave shall be exclusive of any public holiday which may occur during the period of that annual leave and, subject to 7.1.6 shall be paid for by the employer in advance:

- (a) in the case of any and every employee in receipt immediately prior to that leave of ordinary pay at a rate in excess of the ordinary rate payable under this Award at that excess rate; and
- (b) in every other case, at the ordinary rate payable to the employee concerned immediately prior to that leave under this Award.

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

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

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

- (a) Shift workers - Subject to clause 7.1.6(b) the rate of wage to be paid to a shift worker shall be the rate payable for work in ordinary time according to the employee's roster or projected roster, including Saturday, Sunday or public holiday shifts.
- (b) All employees - Subject to the conditions of clause 7.1.6(c), in no case shall the payment by an employer to an employee be less than the sum of the following amounts:
- (i) The employee's ordinary wage rate as prescribed by the Award for the period of the annual leave (excluding shift premiums and weekend penalty rates);
- (ii) A further amount calculated at the rate of 17.5% of the amounts referred to in clause 7.1.6(b)(i).

(c) The conditions of clause 7.1.6(b) shall not apply to the following:

(i) Any period or periods of annual leave exceeding:

- 5 weeks in the case of employees employed in a calling where 3 shifts per day are worked over a period of 7 days per week; or
- 4 weeks in any other case.

(ii) Employers (and their employees) who are already paying (or receiving) an annual leave bonus, loading or other annual leave payment which is not less favourable to employees.

7.1.7 If a public holiday falls on a day on which a shift worker is rostered off, the employee shall have a day's leave in lieu added to the employee's annual leave.

7.1.8 Night gangers or turncocks on "stand-by" shall have one day added to their annual leave for every public holiday on which they are obliged to "stand-by".

7.1.9 Where shifts are worked as provided in clause 7.1.8, employees shall be paid for the full holiday whether they have worked only half a shift or the full shift.

7.1.10 Where a public holiday falls on a Monday, the turncock off duty on the week-end and on such Monday shall not return to duty until the usual commencing time on the Monday night.

7.1.11 Except in the case of termination of employment, it shall not be lawful for the employer to give or for any employee to receive payment in lieu of annual leave.

7.1.12 Annual leave shall be given in addition to any notice for termination of service.

7.1.13 Calculation of such entitlements to annual leave of employees shall be in hours as agreed between the Union and the Brisbane City Council.

7.1.14 Employees engaged under artificial conditions, such as airlocks shall be paid when on annual leave, or sick leave the rate prescribed under natural conditions for their respective callings.

7.1.15 The employer may arrange for the annual leave to be taken during the Christmas period.

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

7.1.17 *Turncocks section*

(a) Turncocks shall be allowed time off each alternative week from 4.30 p.m. Thursday to 6.00 a.m. Monday. If the Engineer considers it impracticable to grant leave on any week-end, time in lieu shall be granted on the following week-end.

(b) Turncocks shall be allowed time off on alternative holidays from 6.00 a.m. to midnight.

(c) Turncocks shall be allowed one night off duty during the week, from 7.00 p.m. to midnight. A set night will not be allotted to any particular turncock; the night off duty is to be the subject of arrangement between the turncock and the engineer.

(d) Where a turncock commences annual leave on the Monday following their week-end leave, they shall be permitted to cease duties at 6.00 a.m. on the Saturday immediately preceding such Monday, and report for duty after the expiration of their annual leave.

7.2 Sick leave

7.2.1 *Accumulation and Payment*

(a) Every employee, except casuals and school-based apprentices and trainees, will accumulate 91.2 hours' sick leave for each completed year of their employment with their employer:

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

(b) Sick leave will accrue at the rate of 7.6 hours' sick leave for each month of employment.

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

7.2.2 Employee must give notice

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

7.2.3 Evidence supporting a claim

When the employee's absence is for more than 2 days the employee is required to give the employer a medical certificate from a duly qualified medical practitioner, or of other evidence of illness to the satisfaction of the employer, describing the nature and approximate duration of the illness.

7.2.4 Accumulated sick leave

An employee's accumulated sick leave shall be preserved when:

- (a) the employee is absent from work on unpaid leave granted by the employer;
- (b) the employer or employee terminates the employee's employment and the employee is re-employed within 3 months;
- (c) the employee's employment is terminated because of illness or injury and the employee is re-employed by the same employer within 12 months without otherwise having been employed within 12 months;
- (d) the period during which the employment of the employee with the employer is interrupted, or determined, in any of the above circumstances, shall not be taken into account in calculating the period of employment with the employer; and
- (e) the employee shall accumulate sick leave whilst absent from work on paid leave granted by the employer.

7.2.5 Workers' compensation

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

7.2.6 Sickness during annual leave

While on annual leave, if an employee is certified by a duly qualified medical practitioner as being incapacitated to an extent that the employee would be unfit to perform their normal duties for a period of not less than 5 days, such period shall on the application of the employee concerned be debited against the employee's accrued sick leave and a corresponding annual leave credit allowed.

7.3 Bereavement leave

7.3.1 Full-time and part-time employees

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

7.3.2 Long-term casual employees

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

7.3.3 "Immediate family" includes:

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

7.3.4 An employee shall be allowed leave of absence with pay for a period up to one ordinary day of work to attend the funeral of a relative which includes:

- (a) uncle, aunt, cousin, nephew, or niece.

7.3.5 Council recognises that the definitions of "family" and "relative" may not meet that of all cultural groups represented in Council's workforce. Where this is the case, and where an employee is obligated by their respective custom or religion to show their respect for a deceased person by participating in the burial ritual, but where leave for that purpose is not available under clause 7.3, it is recommended that leave be applied for under Council's policy relating to "Cultural and Ceremonial Leave".

7.3.6 *Unpaid leave*

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

7.3.7 An employee shall be entitled to a maximum of 2 days' leave without loss of pay on each occasion and on the production of satisfactory evidence of the death outside Australia of an employee's spouse, father or mother, and where such employee travels outside of Australia to attend the funeral.

7.4 Long service leave

7.4.1 *Entitlement*

Employees may access long service leave as follows:

- (a) Employees after 10 years' continuous service are entitled to long service leave;
- (b) At the completion of 10 years' continuous service employees are entitled to 13 weeks long service leave on full pay;
- (c) For periods of continuous service greater than 10 years, long service leave will be calculated at the rate of one and 3/10th of a week on full pay for each year of continuous service;
- (d) After 10 years' continuous service a part-time or casual employee shall be eligible to the proportionate entitlement of long service leave.

7.4.2 An employee's continuous service ends if the employment is broken by more than 3 months between the end of one employment contract and the start of the next employment contract.

7.4.3 *Recognition of long service leave (portability)*

Recognition of previous service with a Commonwealth, State or Local Government authority shall be given for the purpose of calculating long service leave, where the Commonwealth, State or Local Government authority has in existence, a reciprocal arrangement with the Council, provided that continuity of service with or between relevant authority and Brisbane City Council shall not be broken.

For recognition of previous service to occur, the employee must commence service with the Council within 3 months of termination of service with a recognised body.

7.5 Family leave

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

7.5.1 It is to be noted that:

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

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

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

7.6 Public holidays

7.6.1 All work done by any employee on:

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

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

7.6.2 Labour Day

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

7.6.3 Double time and a-half

For the purposes of 7.6, where the rate of wages is a weekly rate, "double time and a-half" shall mean one and one half day's wages in addition to the prescribed weekly rate, or *pro rata* if there is more or less than a day.

7.6.4 All time worked on any of the holidays mentioned in clauses 7.6.1 and 7.6.2 outside the ordinary starting and ceasing times prescribed by this Award for the day of the week on which such holiday falls shall be paid for at double the rate prescribed by the Award for such time when worked outside the ordinary starting and ceasing times on an ordinary working day.

7.6.5 If a public holiday falls on a day on which a continuous worker or shift worker is rostered off, the employee shall have an extra day added to the employee's annual leave.

7.6.6 Method of determining rate of pay for public holidays and time lost through wet weather or sickness

- (a) When one of the public holidays mentioned in clause 7.6 falls in an employee's pay week, the rate of pay due to such employee for such holiday shall be determined by the class of work the employee was doing on the working day before such holiday. Thus, if an employee is engaged on the working day before such holiday and was doing work for which a rate of wages higher than the substantive rate is prescribed, the holiday will be paid at such higher rate.
- (b) The rate of pay for an employee losing time through wet weather or sickness shall be determined on the same principle.

7.7 Jury service

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

- (b) Alternatively, by agreement, fees (other than meal allowance) received by the employee to attend jury service will be paid to the employer and the employer will continue to pay the employee their ordinary pay for the time the employee was absent on jury service.
- (c) Employees shall notify their employer as soon as practicable of the date upon which they are required to attend for jury service and shall provide their employer with proof of such attendance, the duration of such attendance and the amount received in respect thereof.
- (d) If the employee is not required to serve on a jury for a day or part of a day after attending for jury service and the employee would ordinarily be working for all or part of the remaining day, the employee must, if practicable, present for work at the earliest reasonable opportunity.
- (e) "Ordinary pay" means the rate of pay that an employee would normally expect to receive for working ordinary hours on an ordinary day of the week, including any over-award payment. "Ordinary pay" excludes overtime, penalty rates of all types - including those attaching to working ordinary hours (for example) on a Saturday, disability allowances, shift allowances, special rates, fares and travelling time allowances, bonuses and other ancillary payments of a like nature.

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

8.1 Excess Travelling Time and Fares Etc. - Allowance

- 8.1.1 In any case where an employee, other than an employee of a Divisional Construction Sub-Unit of Administration, is required to travel by the employee's own means to a Worksite (as defined at clause 8.1.3) in the employee's own time, a travelling allowance shall be paid to such employee of one half hour per day calculated at the rate prescribed for Operational Services Employee Grade 5 as amended from time to time.
- 8.1.2 In any case where an employee of a Divisional Construction Sub-Unit of Administration is required to travel by their own means to a worksite in their own time, a travelling allowance shall be paid to such employee in accordance with the following scale:
 - (a) Within a radius up to and including 4.8 kilometres from the General Post Office, Brisbane - 15 minutes per day;
 - (b) Within a radius over 4.8 kilometres up to and including 8 kilometres from the General Post Office, Brisbane - one half hour per day;
 - (c) Within a radius over 8 kilometres up to and including 16 kilometres from the General Post Office, Brisbane - one hour per day and all fares shall be paid by the Council;
 - (d) In excess of a 16 kilometres radius from the General Post Office, Brisbane - 2 hours per day and transportation provided free of cost by the Council.
- 8.1.3 In case where an employee is directed by the employer to use the employee's own vehicle to travel to or from a worksite to commence duty, the employee shall be paid 65 cents per kilometre for the actual distance to the worksite measured from the General Post Office, Brisbane.

In any case where an employee is directed by the employer to use the employee's own vehicle to travel during ordinary working hours from worksite to worksite, the employee shall be paid 65 cents per kilometre for the actual distance necessarily travelled.

"Worksite" - For the purpose of this clause shall mean any worksite of a temporary nature that does not afford the usual accepted standards of permanent facilities and amenities.

PART 9 - TRAINING AND RELATED MATTERS

9.1 Training arrangements and career path development

- 9.1.1 The parties agree that the Award structure and processes creates a more genuine career path for employees which allows advancement based on relevant accreditation, access to training, and the business needs of the organisation. Accordingly, the parties commit themselves to:
 - (a) developing a more highly skilled and flexible workforce;
 - (b) providing employees with career opportunities through appropriate training to acquire additional skills; and
 - (c) removing demarcation and discriminatory barriers.

9.1.2 *Training programs* - Any work subject to the coverage of this Award may be performed by employees engaged in accordance with the terms of nominated Federal or State Government employment/training programs.

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

10.1 Uniforms and equipment

Uniforms and protective clothing will be provided to employees in accordance with the agreed arrangements prescribed in the Brisbane City Council Corporate Wardrobe Procedure.

PART 11 - AWARD COMPLIANCE AND UNION RELATED MATTERS

Preamble

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

11.1 Right of entry

11.1.1 Authorised industrial officer

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

11.1.2 Entry procedure

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

11.1.3 Inspection of records

- (a) An authorised industrial officer is entitled to inspect the time and wages record required to be kept under section 366 of the Act.
- (b) An authorised industrial officer is entitled to inspect such time and wages records of any former or current employee except if the employee:
 - (i) is ineligible to become a member of the Union; or
 - (ii) is a party to a QWA or ancillary document, unless the employee has given written consent for the records to be inspected; or
 - (iii) has made a written request to the employer that the employee does not want that employee's record inspected.
- (c) The authorised industrial officer may make a copy of the record, but cannot require any help from the employer.
- (d) A person must not coerce an employee or prospective employee into consenting, or refusing to consent, to the inspection of their records by an authorised industrial officer.

11.1.4 Discussions with employees

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

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

11.1.5 *Conduct*

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

11.2 Time and wages record

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

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

11.2.2 The time and wages record must also contain:

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

11.2.3 The employer must keep the record for 6 years.

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

11.3 Union encouragement

Preamble

Clause 11.3 gives effect to section 110 of the Act in its entirety. Consistent with section 110 a Full Bench of the Commission has issued a Statement of Policy on Union Encouragement (reported 165 QGIG 221) that encourages an employee to join and maintain financial membership of the Union.

11.3.1 *Documentation to be provided by employer*

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

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

11.3.2 *Union delegates*

- (a) Union delegates and job representatives have a role to play within a workplace. The existence of accredited Union delegates and/or job representatives is encouraged.
- (b) The employer shall not unnecessarily hinder accredited Union delegates and/or job representatives in the reasonable and responsible performance of their duties.

11.3.3 *Deduction of union fees*

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

11.4 Posting of Award

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

11.5 Savings

11.5.1 *Poundkeepers and Stockpersons*

The conditions of employment associated with Poundkeepers and Stockpersons shall be in accordance with the Brisbane City Council, Construction, Maintenance and General Award.

11.5.2 Previously agreed shift work arrangements shall continue to apply to employees engaged in Brisbane Water for whom the provisions of clause 6.5.3 (b) shall not apply.

SCHEDULES SCHEDULE 1

Owner Drivers

- (1) Owner-drivers, when on annual leave and on days not worked by mutual arrangement including sick leave, holidays as mentioned in Part 7 of this Award and during stoppages owing to wet weather, shall be paid at the rate applicable to a driver of that class of vehicle as contained in clause 5.4.
- (2) (a) No load shall exceed the limit prescribed by or under any Queensland State Act.

(b) Where the term "carrying capacity" or "capacity" is used in this schedule, they shall mean the capacity claimed by the makers or agents in the catalogues, price lists, or compliance plate.

(c) When the markers or agents catalogues, price lists or compliance plate are not available capacity shall be that registered under the *Main Roads Acts and Another Act Amendment Act 1952*.
- (3) In the case of the owner-drivers working overtime, overtime rates shall be paid on the wage of the driver and use of the truck shall be paid in accordance with the "hire" rate set out in Schedule 1 Part A to this Award.
- (4) Where owner-drivers are employed as casual employees they shall be paid a rate of 23 percent in excess of their ordinary rate as prescribed in clause 4.4.
- (5) The ordinary wage rates of owner drivers to be paid in accordance with clauses 5.3 and 5.4 of the Award.

PART A

Schedule of Truck Hire Rates for Owner Drivers

Owner-Drivers using their own motor vehicles shall in addition to the rates prescribed in clause 5.4 of this Award be paid a hire rate to compensate for the fixed and operational costs of the vehicle in accordance with the rates set out below:

CAPACITY	WEEKLY RATE \$	KM RATE \$
<i>NON TIP TRUCKS</i>		
Up to and including 1 t	283.14	0.218
<i>TIP TRUCKS</i>		
Exceeding 1 t/up to 2 t	335.31	0.238
Exceeding 2 t/up to 3 t	415.47	0.280
Exceeding 3 t/up to 4 t	536.28	0.322
Exceeding 4 t/up to 5 t	660.47	0.364
Exceeding 5 t/up to 6 t	784.66	0.406
Exceeding 6 t/up to 7 t	836.59	0.448
Exceeding 7 t/up to 8 t	939.33	0.490
Exceeding 8 t/up to 9 t	1019.49	0.549
Exceeding 9 t/up to 10 t	1098.52	0.607
Exceeding 10 t/up to 11 t	1178.68	0.666
Exceeding 11 t/up to 12 t	1256.58	0.725
Exceeding 12 t/up to 13 t	1337.87	0.785
Exceeding 13 t/up to 14 t	1415.77	0.843
Exceeding 14 t/up to 15 t	1495.93	0.902
Exceeding 15 t/up to 16 t	1574.96	0.961

- (1) Column one prescribes the minimum weekly hire rate that shall be paid to reimburse owner drivers for the use of trucks based on a minimum operational and fixed cost of 400 kilometres per week which is in compensation for all including city traffic and short haul off-road work site situations.
- (2) Column two prescribes the kilometre rate for vehicles for any distance in excess of the 400 kilometres as described in clause 1.
- (3) Column one rates include a component of 100 kilometres per week for travelling to and from the recognised starting point. This travelling allowance is in lieu of the travelling allowance payable under clause 5.5.19 of this Award.
- (4) Owner-drivers engaged in accordance with clause 5.2 of this Award shall be paid travelling time of one half hour per day calculated at the rate prescribed for Construction, Maintenance and General Worker, Grade 5 as amended from time to time.
- (5) Owner-drivers engaged in accordance with clause 5.2 of this Award shall be paid the prescribed travelling time at the appropriate driver only rate prescribed in clause 5.4 of this Award.
- (6) The hire rate to be paid shall be in accordance with the payload capacity of the vehicle which is determined by subtracting the tare mass from the gross vehicle mass registered under the Main Roads Act and Another Act Amendment Act 1952 and as indicated on the vehicle registration certificate.
- (7) Provided that no load shall exceed the limit prescribed by or under any Queensland State Act.

PART B

For any periods of more or less than the ordinary weekly hours and/or days a *pro rata* adjustment to the basic weekly rate as shown in Column 1 shall be made before calculating any additional kilometric payment.

The truck hire rate shall be calculated in accordance with the following formulae.

$$A = WR \times H/Z$$

Where:

- WR is the weekly rate (\$) (Column 1).
- H is the actual time worked expressed in hours or part thereof.
- Z is the ordinary weekly hours for a normal working week.

PART C

Hydraulic Crane Hire

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

CRANE CAPACITY	RATE PER DAY \$	RECOMMENDED TRUCK SIZE
Up to 1 tonne metre	7.59	Up to 2-3 tonne
Over 1 tonne metre but less than or equal to 2 tonne metre	9.36	3-4 t to 5-6 t
Over 2 tonne metre but less than or equal to 3 tonne metre	15.46	6-7 t to 7-8 t
Over 3 tonne metre but less than or equal to 4 tonne metre	17.50	8-9 t to 10-11 t
Over 4 tonne metre	19.53	11-12 t and above

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

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

PART D

Water Tank and Pump Hire

Where at the request or direction of the employer, an owner-driver uses his own water tank or his own water tank and pump on the job, the employer shall pay the owner-driver an amount of \$3.40 per hour for each hour that the owner-driver's tank or his own water tank and pump are in use on the job. The said payment shall be in addition to all other payments due to the owner- driver under the Award.

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