

QUEENSLAND INDUSTRIAL RELATIONS COMMISSION

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

BRISBANE CITY COUNCIL PLANT OPERATORS' AWARD 2012

Following the Declaration of the General Ruling in the 2014 State Wage Case (matter numbers B/2014/28 and B/2014/30), the Brisbane City Council Plant Operators' Award 2012 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 Plant Operators' Award 2012 as at 1 September 2014.

Dated 1 September 2014.

[L.S.] G.D. Savill
Industrial Registrar

BRISBANE CITY COUNCIL PLANT OPERATORS' AWARD 2012

PART 1 - APPLICATION AND OPERATION

1.1 Title

This Award is known as the Brisbane City Council Plant Operators' Award 2012.

1.2 Arrangement

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1.3 Award coverage

This Award will apply to the Brisbane City Council and to the classes of employees for whom rates of wages are prescribed in clause 5.4. This Award will also apply to contractors and/or sub-contractors, which are not national system employers within the meaning of the *Fair Work Act 2009 (Cth)*, and to their employees whilst engaged on work for the Brisbane City Council that is covered by the scope of this Award and for which rates of wages are prescribed in clause 5.4.

Provided that the Award will not cover employees of the Queensland Government or any Council created under the *Local Government Act 2009 (Qld)*.

1.4 Parties bound

This Award is binding upon the employees as prescribed by clause 1.3 and their employers, and the Federated Engine Drivers and Firemens' Association of Australasia, Queensland Branch, Union of Employees and its members.

1.5 Date of operation

This Award takes effect from 31 August 2012.

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 Federated Engine Drivers and Firemens' Association of Australasia, Queensland Branch, Union of Employees.

1.7 Second tier agreements

Second tier agreements as registered (No. A25 of 1988) affecting BCC employees will continue in force and not be affected by the making of this Award.

PART 2 - FLEXIBILITY

2.1 Enterprise flexibility

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

2.1.2 The consultative processes established in an enterprise in accordance with clause 2.1 may provide an appropriate mechanism for consideration of matters relevant to clause 2.1.1. Union delegates at the place of work may be involved in such discussions.

2.1.3 Any proposed genuine agreement reached between an employer and employee/s in an enterprise is contingent upon the agreement being submitted to the Commission in accordance with Chapter 6 of the Act and is to have no force or effect until approval is given.

PART 3 - COMMUNICATION, CONSULTATION AND DISPUTE RESOLUTION

3.1 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 departmental consultative committee structure has been established to facilitate these processes.

3.2 Grievance and dispute settling procedures

Through this procedure 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 will continue as it was prior to the dispute without stoppage or the imposition of any ban, limitation or restriction.

3.2.2 No party will be prejudiced as to final settlement by the continuance of work in accordance with clause 3.2.1.

3.2.3 Despite any other clause having application to the Brisbane City Council, any grievance or dispute will be handled as follows:

(a) Stage 1 Discussions between the employee/s and team leader and at the request of the relevant Union, shop steward/delegate. Where the dispute concerns alleged actions of the immediate team leader the employee/s may bypass this level in the procedure.

(b) 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 an HR Consultant or other person nominated by the Manager, Employment Arrangements.

(c) Stage 3 Discussions involving the Union Secretary/Organiser or nominated delegates with Divisional Manager and Manager, Employment Arrangements or nominated delegate.

- 3.2.4 A dispute will not be referred to the next stage until a genuine attempt to resolve the matter has been made at the appropriate level.
- 3.2.5 There will 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 will be clearly identified and recorded.
- 3.2.6 Sensible time limits will be allowed for the completion of the various stages of the discussions. Discussions outlined in Stages (1) and (2) above 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. If genuine discussions are unreasonably delayed or hindered, it shall be open to any party to give notification of the dispute in accordance with the provisions of the Act.
- 3.2.7 Emphasis will 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.
- 3.2.8 In order to allow for peaceful resolution of grievances, the parties will 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.
- 3.2.9 The parties will 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 Contract of employment

4.1.1 Employees covered by this Award will be advised in writing of their employment category upon appointment.

Employment categories are:

- (a) Full-time;
- (b) Part-time (as prescribed in clause 4.2)
- (c) Casual (as prescribed in clause 4.3)
- (d) Temporary employment (as prescribed in clause 4.4)

4.2 Part-time employment

- 4.2.1 Part-time employees will mean employees employed to work a fixed number of hours per week and whose hours of work are less than those of full-time employees.
- 4.2.2 A fixed number of weekly working hours and a weekly schedule of working hours for part-time employees will be established at engagement and will not be changed without agreement between the employer and employee.
- 4.2.3 Ordinary daily working hours for part-time employees will not exceed 8 hours 27 minutes to be worked between 6.00 a.m. and 6.00 p.m. Monday to Friday.
- 4.2.4 Subject to clause 4.2.3 part-time employees may work any number of days of the week in completing the fixed number of weekly hours.
- 4.2.5 There will be no requirement to work on consecutive days of the week in completing the fixed number of weekly hours.
- 4.2.6 All time worked outside the ordinary daily and weekly hours specified in the employee's roster will be overtime and paid for at the rates prescribed in clause 6.3 (Overtime).
- 4.2.7 A part-time employee will 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.
- 4.2.8 A part-time employee will be entitled to annual leave, long service leave, sick leave and all such other entitlements as may be applicable.

- 4.2.9 Any accumulated benefits will 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.
- 4.2.10 Where a public holiday falls on a day upon which an employee is normally engaged, the employee will be paid the appropriate rate for the number of hours normally worked on that day.
- 4.2.11 All other clauses of the award relevant to full-time employees will apply to part time employees.

4.3 Casual employment

- 4.3.1 A casual employee will be deemed to be an employee specifically engaged on a casual basis. A casual employee may be engaged for a period of not more than 32 hours in any one week.
- 4.3.2 Employees engaged as casual employees will not change employment status, despite changes to working patterns, unless formally advised of a change of employment status.
- 4.3.3 Subject to clause 4.3.6, casual employees will be engaged on an hourly basis and will be subject to termination at any time without notice.
- 4.3.4 Casual employees will be paid for actual time worked plus 23% loading per hour over the ordinary rate in lieu of all leave conditions.
- 4.3.5 The ordinary rates will be computed by dividing the weekly rate by the number of ordinary working hours prescribed in clause 6.1.
- 4.3.6 Casual employees will work a minimum of 3 hours at the time of any one engagement.

4.4 Temporary employment

- 4.4.1 A temporary wages employee is 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 full-time employees being absent on approved extended periods of leave, e.g. sick leave, long service leave, workers' compensation, family leave, etc.
- 4.4.2 Temporary employees may be used where the security and tenure of employment of additional staff required to meet peak workloads cannot be guaranteed.
- 4.4.3 Temporary wages employees will 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.
- 4.4.4 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.
- 4.4.5 Temporary employees will be entitled to all award conditions and will be paid the rates prescribed by this Award for full-time employees of the same classification.

4.5 Trainees

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

4.6 Termination of employment

4.6.1 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.

4.6.2 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:

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

(e) The period of notice in this clause shall not apply in the case of dismissal for misconduct or other grounds that justify instant dismissal, or in the case of a casual employee, or an employee engaged by the hour or day, or an employee engaged for a specific period or tasks.

4.6.3 *Notice of termination by employee*

The notice of termination required to be given by an employee shall be the same as that required of an employer, save and except that there shall be no additional notice based on the age of the employee concerned. 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 4.6.2.

4.6.4 *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.

4.7 Introduction of changes

4.7.1 *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.

4.7.2 *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 4.7.1.

(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.

4.8 Redundancy

4.8.1 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 4.8.1(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.

4.8.2 Transfer to lower paid duties

- (a) Where an employee is transferred to lower paid duties for reasons set out clause 4.8.1 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 4.6.
- (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.

4.8.3 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 4.8.3, '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.

4.8.4 Time off during notice period

- (a) Where a decision has been made to terminate an employee in the circumstances outlined in clause 4.8.1, 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.

4.8.5 *Notice to Centrelink*

Where a decision has been made to terminate employees in the circumstances outlined in clause 4.8.1, 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.

4.8.6 *Severance pay*

- (a) In addition to the period of notice prescribed for ordinary termination in clause 4.6.2(a), and subject to further order of the Commission, an employee whose employment is terminated for reasons set out in clause 4.8.1(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.

4.8.7 *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.

4.8.8 *Employee leaving during notice*

An employee whose employment is terminated for reasons set out in clause 4.8.1(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.

4.8.9 *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.

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

Clause 4.8 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.

4.8.11 *Employees exempted*

Clause 4.8 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.

4.8.12 *Employers exempted*

Subject to an order of the Commission, in a particular redundancy case, clause 4.8 shall not apply to an employer that employs 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.

4.8.13 *Exemption where transmission of business*

- (a) The provisions of clause 4.8.6 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 4.8.13(a)(ii) if it is satisfied that it would operate unfairly in a particular case, or in the instance of contrived arrangements.

4.8.14 *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.

4.9 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.

4.10 Anti-discrimination

4.10.1 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 varied from time to time, which includes:

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

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

4.10.3 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.

4.10.4 Nothing in clause 4.10 is to be taken to affect:

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

PART 5 - WAGES AND WAGE RELATED MATTERS

5.1 Definitions of key concepts and terms

5.1.1 "Certification" means the system of skill recognition and accreditation.

5.1.2 "Accredited course" or "nationally accredited course" - is a course which has been constructed to reflect a group of standards which the CTQ has endorsed as being appropriate combinations of skills to be available to the Council.

5.1.3 "CTQ" means "Construction Training Queensland". CTQ will be the recognised authority (for the purposes of this Award) responsible for developing competency standards for consideration and endorsement by the National Training Board/Australian National Training Authority and the provision of advice and assistance to State and Territory Training Authorities in respect of matters relating to training in the Council and callings covered by this Award, including but not being limited to:

- (a) competency standards
- (b) curriculum development
- (c) training courses
- (d) articulation and accreditation requirements both on and off the job
- (e) on the job training guidelines, and
- (f) assessment and certification arrangements.

5.1.4 In relation to the development of standards for this Award, the CTQ may consult with other bodies or committees of a like nature to ensure that consistent standards are maintained across industries.

5.1.5 "Recognition of Prior Learning" or "RPL" means the formal recognition of skill attained through on-the-job experience and/or training and may include formal qualifications (such as overseas qualifications), which have hitherto been unrecognised. RPL principles are incorporated in both the competency standards and in the skill tests developed by CTQ for the various levels of the career structure contained in this Award.

5.2 Classification, skill recognition and career development

5.2.1 The award classification structure is designed to facilitate the improvement of the level of skills of the workforce and to provide a career path for all employees.

5.2.2 Accordingly, each classification level builds upon the previous level so that the value of employees to the employer increases as the employee progresses through the structure. Skills are built up in a sequential manner through job learnt skills and structured training and the industry training framework developed by CTQ reflects this intent.

Under the classification structure, an employee's skills are to be formally recognised, at all levels of the structure. Payment will be on the basis of the level of skills required to perform the work of a particular position or job offered by the Council.

5.2.3 An employee's work role will be outlined on a workplace statement. The workplace statement will be graded against the generic role and skill standard as specified in the classification structure.

5.2.4 All employees will be attached to workplace statements. This will be either on an individual or group basis, dependant upon the nature of the role and the business needs.

5.2.5 An employer may direct an employee to carry out such duties as are within the limits of the employee's skill and competency, consistent with the classification structure of this Award, provided that such duties are not designed to promote de-skilling.

- 5.2.6 All directions issued by an employer will be consistent with the employer's responsibilities to provide a safe and healthy working environment, in accordance with the *Work Health and Safety Act 2011*.
- 5.2.7 The parties to this Award are committed to co-operating positively to increasing the efficiency, productivity and competitiveness of the Brisbane City Council, and to enhance the career opportunities and job security of its employees.
- 5.2.8 Introduction of new technology including specific plant not covered under the award classification is to be negotiated between the parties.
- 5.2.9 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 will allow the employee to perform a wider range of duties where appropriate, for example, maintenance work on plant and equipment, truck driving, and general field/operational work, including supervising. This ability is limited to the extent of their training, accreditation and licensing requirements.

5.2.10 *Appointment process*

Progression is based on appointment to a vacancy at a higher level through a selection process when vacancies occur or new roles are created. Employees are selected based on skill, knowledge, and personal attributes, as assessed against the selection criteria. Competency assessment will form part of an agreed skill evaluation process when appointments are being determined.

5.3 Classification standards

5.3.1 *PLANT OPERATOR LEVEL 1 (P01) Relativity to Tradesperson - 96%*

Work and skill range

The range of work typically performed by employees is determined by the Council's business needs and skills of the employee.

The specific work activities for a level one plant operator are indicated in the relevant workplace role statement. The type of work may include tasks of a non-trades nature which are incidental or peripheral to the employees core function and facilitates the completion of the whole job required of the work team.

Core competencies

Plant operator level one competencies are consistent with the requirements of a Certificate II Civil Construction - Plant/Civil Construction/Road Construction and Maintenance. Employees at this level may be required to operate the following equipment.

- Hoist and Winch Driving

A plant operator would be expected to have successfully completed relevant structured training equivalent to 20 modules or have reached an equivalent skill standard as assessed in accordance with RPL principles.

Indicative tasks, which an employee at this level may be required to perform include the following:

- Is aware of Brisbane City Council customer service standards and is able to sequence work to meet the business needs of the work team
- Performs non-trades maintenance of relevant plant machinery and equipment
- Applies Workplace Health and Safety standards within own role
- Calculates safe loads and stress factors
- Applies quality control techniques to their role and other roles if required within the work team
- Assists in the provision of on the job training
- Interprets plans and drawings relevant to their role

5.3.2 *PLANT OPERATOR LEVEL 2 (P02) Relativity to Tradesperson - 100%*

Work and skill range

The range of work typically performed by employees is determined by the Council's business needs and skills of the employee.

The specific work activities for level 2 plant operator are indicated in the relevant workplace role statement. The type of work may include tasks of a non-trades nature which are incidental or peripheral to the employees core function and facilitates the completion of the whole job required of the work team.

Core competencies

Plant operator level 2 competencies are consistent with the requirements of a certificate III in Civil Construction - Plant or Civil Construction - Road Construction and Maintenance. Employees at this level may be required to operate the following equipment:

- Hydraulic Mobile Platform
- Pneumatic Tyred Tractor without powered attachments up to 74.5Kw brake power
- Pneumatic Tyred Tractor with powered attachments up to 37 Kw brake power
- Crawler Tractor with Powered attachments up to 2,721 kg shipping weight
- Crawler Tractor without Powered attachments up to 4,536 kg shipping weight
- Powered Vibrating Road Roller up to 4 tonne
- Powered Road Roller up to 8 tonne
- Pile Driving Machine
- Continuous Bucket Trencher
- Tamper Paver up to 5 tonne
- Profile Plainer 2,000cc and under

Indicative tasks which an employee at this level may be required to perform include the following:

- Assists in the provision of on the job training
- Applies quality control techniques to their role and other roles if required within the work team
- Operates and maintains plant machinery and equipment
- Interprets plans and drawings relevant to their role
- Exercises measuring and calculation skills at a higher grade than PO1
- Applies Workplace Health and Safety requirements within immediate work team or on work site when required
- Ensures customer satisfaction standards are maintained through the provision of services to meet customer needs in the immediate work environment

5.3.3 PLANT OPERATOR LEVEL 3 (P03) Relativity to Tradesperson - 105%

Work and skill range

The range of work typically performed by employees is determined by the Council's business needs and skills of the employee.

The specific work activities for a level 3 plant operator are indicated in the relevant workplace role statement.

The type of work may include exercising advanced trades and non-trades skills relevant to the specific requirements of the work team at a higher level than (PO2).

Core competencies

Plant operator level 3 competencies are consistent with the requirements of successfully completing an additional 3 modules of relevant structured training in addition to the skill requirements of (PO2).

A plant operator at this level may be required to operate the following equipment:

- Grader up to 37Kw brake power
- Scraper Loader under 10 cubic metres struck capacity
- Excavator up to 15 tonne
- Front-end or overhead Loader up to 2.25 cubic metres
- Pneumatic Tyred Tractor without powered attachment over 74.5 and up to 112 Kw power
- Pneumatic Tyred Tractor with powered attachment over 37 and up to 112 Kw power
- Crawler Tractor without powered attachment over 18,144 kg shipping weight
- Crawler-tractor with powered attachment over 2,721 kg and up to 18,144 kg shipping weight

- Powered Vibrating Road Roller over 4 tonne
- Pneumatic Tyred Powered Road Roller over 8 tonne
- Backhoe
- Tamper Paver over 5 tonne and up to 10 tonne
- Profile Plainer over 2,000cc
- Mobile crane up to 15 tonnes

Indicative tasks which an employee at this level may be required to perform include the following:

- Operates and maintains plant machinery and equipment
- Exercises advanced trades and non-trade skills
- Receives general supervision with team leader not regularly present on clearly defined work
- Applies workplace Health and Safety requirements within the immediate work team or on a work site
- Apply quality control techniques to their role and other roles if required within the work team
- Interprets plans and drawings relevant to their role
- Ensures customer satisfaction standards are maintained through the provision of services to meet customer needs in the work team
- Exercises measuring and calculation skills at a higher grade than (PO1)
- Provides on the job training when required

5.3.4 PLANT OPERATOR LEVEL 4 (P04) Relativity to Tradesperson - 110%

Work and skill range

The range of work typically performed by employees is determined by the Council's Business needs and skills of the employee.

The specific work activities for a level 4 plant operator are indicated in the relevant workplace role statement.

The type of work may include exercising precision trades or non trades skills relevant to the specific requirements of the work team at a higher level than (PO3).

Core competencies

Plant operator level 4 competencies are consistent with the requirement of successfully completing an additional 3 modules of relevant structured training in addition to the requirement of (PO3).

A plant operator at this level may be required to operate the following equipment:

- Grader over 37Kw brake power
- Scraper loader over 10 cubic metres struck capacity
- Excavator over 15 tonne
- Front-end or overhead Loader over 2.25 cubic metres
- Pneumatic Tyred Tractor with powered attachment over 112 Kw brake power
- Crawler Tractor with powered attachment over 18,144 kg shipping weight
- Mobile crane 15-100 tonnes
- Tamper Paver in excess of 10 tonne
- Material Transfer Loader (Shuttle Buggy).

Indicative tasks which an employee at this level may be required to perform include the following:

- Operates and maintains complex plant machinery and equipment
- Receives general supervision with team leader not regularly present, work may not be clearly defined
- Applies Workplace Health and Safety requirements within the immediate workteam or on a work site
- Applies quality control techniques to their role and other roles if required within the work team
- Interprets complex plans and drawings relevant to their role
- Ensures customer satisfaction standards are maintained through the provision of services to meet customer needs in the work team. Including liaising and negotiating with customers to clarify requirements and potential needs.

5.3.5 PLANT OPERATOR LEVEL 5 (P05) Relativity to Tradesperson - 115%

Work and skill range

The range of work typically performed by employees is determined by the business needs and skills for the employee.

The specific work activities for a level 5 plant operator are indicated in the relevant workplace role statement.

The type of work may include exercising high precision trade or operative skills at a higher level than (PO4).

Core competencies

Plant operator level 5 competencies are consistent with the requirements of successfully completing an additional 3 modules of relevant structured training in addition to the requirements of (PO4).

A plant operator at this level may be required to operate the following equipment:

- Grader Final Trim
- Side Boom/pipelayer over 220 Kw

Indicative tasks which an employee at this level may be required to perform include the following:

- Operates and maintains plant machinery and equipment at a higher skills level than a (PO4).
- Receives general guidance with the team leader not regularly present on work that may not be clearly defined
- Applies Workplace Health and Safety requirements within the immediate work team or on work site
- Applies quality control techniques to their role and other roles if required with the work team
- Interprets complex plans and drawings relevant to their role
- Ensures customer satisfaction standards are maintained through the provision of services to meet customer needs in the work team. Including liaising and negotiating with customers to clarify requirements and potential needs.

5.4 Wages

5.4.1 The minimum rates of wages to be paid are:

| Classification Level | Relativity | Award Rate Per Week |
|-----------------------------|-------------------|----------------------------|
| | % | \$ |
| Plant Operator Grade 1 | 96 | 744.50 |
| Plant Operator Grade 2 | 100 | 766.90 |
| Plant Operator Grade 3 | 105 | 790.30 |
| Plant Operator Grade 4 | 110 | 813.70 |
| Plant Operator Grade 5 | 115 | 834.90 |

5.4.2 The percentage relativity column relates to percentages applying before the application of the \$8.00 arbitrated safety net adjustment made in accordance with the February 1994 Review of Wage Fixing Principles.

NOTE: The rates of pay in this Award are intended to include the arbitrated wage adjustment payable under the 1 September 2013 Declaration of General Ruling and earlier Safety Net Adjustments and arbitrated wage adjustments. This arbitrated wage adjustment may be offset against any equivalent amount in rates of pay received by employees whose wages and conditions of employment are regulated by this Award which are above the wage rates prescribed in the Award. Such payments include wages payable pursuant to certified agreements, currently operating enterprise flexibility agreements, award amendments to give effect to enterprise agreements and overaward arrangements. Absorption which is contrary to the terms of an agreement is not required.

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

5.4.3 *Mobile crane capacity adjustment*

For every 5 tonnes in excess of 20 tonnes an amount of \$2.85 will be added to the rate prescribed for PO4.

5.5 Higher duties

Employees who temporarily 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 that grade for a full working day. Work typically will be indicated by the type of plant operated by the employee.

5.6 Allowances

5.6.1 *Construction, reconstruction, alteration, repair and/or maintenance work*

In addition to the rates prescribed by this Award all employees whilst actually engaged on:

- (a) construction work (as defined in clause 5.6.2); or
- (b) construction, reconstruction, alteration, repair and/or maintenance work (as defined in clause 5.6.3);

on site will be paid an allowance at the rate of \$29.00 per week which will be treated as part of the ordinary weekly wage for the purposes of this Award, to compensate for the following disabilities:

- (i) climatic conditions where working in the open on all types of work;
- (ii) the physical disadvantages of having to climb stairs or ladders;
- (iii) dust blowing in the wind on construction sites;
- (iv) sloppy or muddy conditions;
- (v) dirty conditions;
- (vi) drippings from newly poured concrete;
- (vii) the disability of 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; and
- (ix) all other presented disabilities not specifically compensated or allowed for by any clause of this Award;

An employee receiving payment pursuant to clause 5.6.1 will not be entitled to any payment in relation to dirt money or work in wet places except in the case of employees working in water to a depth of 762mm or more.

Employees will not be entitled to this allowance where they are in receipt of an additional payment or disabilities allowance for specific projects.

5.6.2 *Construction work*

For the purposes of this Award construction work means and includes:

- all work performed on site on the construction buildings, including the construction of additions to existing buildings and the necessary alterations to existing buildings to make them conform to any new additions and the demolition of buildings, water towers, water mains, or reservoirs;
- the construction of, and/or the alteration of dams, barrages, weirs or similar structures,
- the construction of bridges, wharves, piers or jetties, overpasses, underpasses and concrete work incidental thereto;
- sewerage construction work; and
- the construction of pipe lines, culverts, box culverts, kerbing, channelling, roads, traffic islands, and concrete ornamental lakes and land reclamation and/or land clearing associated with estate development and building construction.

5.6.3 *Construction, reconstruction, alteration, repair and/or maintenance work*

For the purpose of this Award means and includes all work performed on site on the construction, reconstruction, alteration, repair and/or maintenance of pipe lines, culverts, box culverts, kerbing, channelling, roads, traffic islands, and concrete ornamental lakes and land reclamation.

5.6.4 *Disability allowance*

Despite anything to the contrary contained in clause 5.6.1, plant or equipment operators, other than those employed in workshops, will be paid a disability allowance at the rate of \$29.00 per week which will be treated as part of the weekly wage for the purposes of this Award. The Disability Allowance will be paid in lieu of the allowances which were prescribed in this Award for:

- (a) Operators burning-off
- (b) Quarry allowance
- (c) Disability allowance - rubbish dumps
- (d) Driving plant with caravan attached

The allowance prescribed here is in recognition of all existing and future disabilities other than "Work in the Rain". The disability allowance prescribed herein will be maintained at a level equal to the amount prescribed in clause 5.6.1.

5.6.5 Work in the rain

Where practicable, suitable water proof clothing will be supplied by the employer to the employees who are required to work in the rain.

However, if in the performance of their work employees get their clothes wet, they will be paid double time for all work performed, and such payment will continue until they are able to change into dry clothing or until they cease work, whichever is the earlier.

5.6.6 First aid allowance

Where an employer appoints an employee who holds an appropriate first-aid certificate as a first aid attendant, an additional \$15.70 per week will be paid on the basis of that employee performing the role of a first aid attendant for 3 days or more.

5.6.7 On call allowance

An employee directed to stand-by for emergency work outside ordinary working hours will be paid \$83.60 per week in addition to the rates prescribed herein for each week they are required to stand-by.

5.7 Calculation of monetary amounts

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

5.8 Payment of wages

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

5.8.2 Each employee will 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.

5.8.3 Wages will be paid by way of electronic funds transfer (EFT) to a financial institution with EFT facilities nominated by the employee. 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 will be held between the employee and the Council on an alternate method of payment.

5.8.4 Notwithstanding the provisions of the Act, where an employee's employment is terminated by either the Council or by the employee, (where the employee has given notice in accordance with clause 4.6.3), all monies due to the employee from the Council will be paid within 24 hours.

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 will 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 or Sunday will be paid at the appropriate week-end penalty rate specified in clause 6.3 (Overtime);
- (b) Any arrangement of hours which includes a Saturday or Sunday as ordinary hours will be subject to agreement between the employer and the majority of employees concerned.

6.1.3 The ordinary hours of work prescribed herein will 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. Work done outside the hours of 6.00 a.m. to 6.00 p.m. will be paid at overtime rates and will be deemed to be part of the ordinary hours of work for the purposes of clause 6.1.

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 further, if by agreement between the Union and the Brisbane City Council the ordinary hours may be worked over a fortnightly period of 9 consecutive working days and not more than 8 hours 27 minutes will be worked on any such day at ordinary rates.

6.1.5 The ordinary hours of work prescribed herein will not exceed 10 hours on any day:

Where the ordinary working hours are to exceed 8 on any day, the arrangement of hours will be subject to the agreement of the employer and the majority of the employees concerned:

If by arrangement between an employer, the Union 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 occupational 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.

6.2 Shift work

6.2.1 Subject to the following clauses the ordinary hours of work for shift workers will not exceed 38 hours per week.

- (a) The ordinary hours of work referred to in 6.2.1 may be exceeded in any week or weeks subject to the total ordinary hours worked during any roster period not exceeding that number of hours ascertained by multiplying the number of weeks in the roster period by 38.
- (b) The ordinary hours of work referred to in 6.2.1 may be worked according to a roster agreed upon between the Union and the Brisbane City Council to suit the needs and circumstances of each establishment.

6.2.2 *Extra week-end payments for continuous shift work* - Where continuous shift work is regularly performed under this Award, i.e., where 3 shifts per day are worked over a period of 7 days per week, overtime rates will apply in any shift between midnight Friday and midnight Sunday. In any shift worked, one and a-half times ordinary rates will be paid for the first 8 hours and double ordinary rates will be paid thereafter.

Where any provision is made under this Award for the night shift to start earlier than midnight on Sunday night, for reasons of transport, such provisions will be continued and the work between the time of starting the night shift and midnight will not be deemed to be work done on Sunday.

All other provisions contained in this Award which conflict with clause 6.2.2 will be deemed to be of no effect.

6.2.3 *Extra payment for afternoon and night shifts*

Shift workers covered by this Award who are employed on afternoon or night shifts will be paid 15% in addition to the rates prescribed whilst so employed.

6.3 Overtime

6.3.1 Except as otherwise provided, all time worked outside or in excess of the ordinary working hours during each day, except Sundays and holidays, will be paid for at the rate of time and a-half for the first 3 hours and at the rate of double time hereafter:

If employees are called upon to work on Saturdays they will be paid at the rate of time and one-half for the first 3 hours and double time thereafter with a minimum of 3 hours or payment therefor.

6.3.2 All overtime worked by shift workers will be paid for at the rate of double time.

6.3.3 All work done on Sundays will be deemed overtime and will be paid for at the rate of double time with a minimum of 2 hours' work or pay therefor.

6.3.4 *Rest period after performing overtime duty*

(a) Employees who work so much overtime 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 will be released after completion of such overtime until they have had 10 consecutive hours off duty without loss of pay for ordinary working time occurring during such absence.

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

(c) The terms of clause 6.3.4 will apply to employees who, on Sundays and public holidays, have not had 10 consecutive hours off duty in the 15 hours preceding their ordinary commencing time on their next ordinary day or shift.

This will 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.

(d) Clauses 6.3.4 (a), 6.3.4(b) and 6.3.4(c) will 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; and

(ii) where a shift worker does not report for duty; and

(iii) where a shift is worked by arrangement between the employees themselves.

6.3.5 *Employees recalled*

(a) Any employee recalled to work after the ordinary ceasing time will be paid from the time the employee starts to return to the job until the employee gets back to their home with a minimum payment of 2 hours at the prevailing overtime rate.

(b) Where employees are called out, work between midnight and 6.00 a.m. will be paid at the rate of double time for all time so worked up to the ordinary starting time Monday to Friday and up to 7.00 a.m. Saturday with a minimum of 2 hours.

(c) Overtime worked in the circumstances specified in clause 6.3.5 will not be regarded as overtime for the purpose of clause 6.3.4 where the actual time worked is less than 3 hours on the occasion of each recall.

(d) Clause 6.3.5 will not apply in cases where it is customary for an employee to return to the employer's premises to perform a specific job outside the ordinary working hours, or where the overtime is continuous (subject to a reasonable meal break) with the completion or commencement of ordinary working time.

6.3.6 *Employees of the Brisbane City Council working on an agreed day off*

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

6.4 Meal breaks - Crib time - Meal allowances

6.4.1 *Meal break*

All employees employed on day work will be allowed a break of not less than one-half hour for a meal. Such meal break will be commenced not earlier than 4 hours and not later than 5 hours calculated from the commencement of ordinary work.

6.4.2 *Crib - Shift workers*

Shift and continuous workers will be allowed 30 minutes for crib time for which no deduction of pay will be made. Such crib time will be commenced not earlier than 4 hours and not later than 5 hours calculated from the commencement of ordinary work.

6.4.3 *Meal breaks - Overtime*

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

Clause 6.4.3 will not apply to shift workers or continuous shift workers.

6.4.4 *Meal breaks and meal allowances during weekend overtime*

- (a) Any employee required to work overtime on a Saturday or Sunday beyond the fifth hour of such overtime, will be entitled to an unpaid meal break of 30 minutes.
- (b) Should any employee be required to continue such overtime beyond 9 hours, they will be entitled to a further break of 30 minutes for which no deduction of pay will be made.
- (c) After each further 4 hours of overtime, they will be entitled to a 45 minute break for which no deduction of pay will be made, provided that they are required to continue working thereafter.
- (d) The employer will supply a reasonable meal at the employer's expense at all paid breaks, which are prescribed in clause 6.4 or pay an allowance of \$12.10 in lieu of:
- (e) The provisions contained in clause 6.4.4, in relation to meal breaks only, will not apply to shift workers or to employees who are required by legislation to maintain constant vigil over plant or equipment when no relief is available.

6.4.5 *Working in the meal break*

The following clauses will apply to all employees other than shift workers or employees who are required by legislation to maintain constant vigil over plant or equipment when no relief is available.

All work done during the recognised meal period will be paid for at the rate of double time, such payment to continue until a meal period has commenced. Such meal period will be of the prescribed duration.

Except in cases of emergency no employee will be required to work more than 5 hours without a break for a meal.

6.4.6 *Meal allowances*

- (a) When an employee is called upon to continue to work more than one hour after the usual ceasing time they will be supplied with a reasonable meal at the employer's expense or paid the sum of \$12.10 in lieu thereof. If an employee continues to so work they will be allowed an additional meal of \$12.10 in lieu thereof for each completed 4 hours' work after the first hour.
- (b) Where notice of intention to work overtime has been given and the employee provides their own meal or meals and such overtime is not worked, they will be paid the sum of \$12.10 for each meal so provided.

6.5 Rest pauses

All employees who do the full working day in one shift will be entitled to a rest pause of 10 minutes' duration in the employer's time in the first and second half of the daily work. Such rest pauses will be taken at such times as will not interfere with continuity of work where continuity is necessary.

PART 7 - LEAVE OF ABSENCE AND PUBLIC HOLIDAYS

7.1 Annual leave

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

- (a) Not less than 5 weeks if employed on shift work where 3 shifts per day are worked over a period of 7 days per week;
- (b) Not less than 4 weeks in any other case.

7.1.2 Such annual leave will be exclusive of any public holiday which may occur during the period of that annual leave and, subject to clause 7.1.5, will be paid for by the employer in advance:

- (a) In the case of any and every employee in receipt immediately prior to that holiday 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.

7.1.3 If the employment of any employee is terminated at the expiration of a full year of employment, the employer will be deemed to have given the holiday to the employee from the date of the termination of the employment and will forthwith pay to the employee in addition to all other amounts due, pay, calculated in accordance with clause 7.1.5, for 4 or 5 weeks as the case may be and also ordinary pay for any public holiday occurring during such period of 4 or 5 weeks.

7.1.4 If the employment of any employee is terminated before the expiration of a full year of employment, such employee will be paid, in addition to all other amounts due to them, an amount equal to one-ninth of their pay for the period of their employment if they are an employee to whom clause 7.1.1(a) applies, and one-twelfth of their pay for the period of their employment if they are an employee to whom clause 7.1.1 (b) applies, calculated in accordance with clause 7.1.5.

7.1.5 *Calculation of annual holiday pay*

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

- (a) Shift workers - Subject to clause 7.1.5(b) the rate of wage to be paid to shift workers will be the rate payable for work in ordinary time according to the employee's roster or projected roster, including Saturday, Sunday or holiday shifts.
- (b) All employees - Subject to clause 7.1.5(c), in no case will 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 7.1.5(b)(i).
- (c) Clause 7.1.5(b) will 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) Employees who are already receiving an annual leave bonus, loading or other annual leave payment which is not less favourable to employees.

7.1.6 If a public holiday falls on a day on which a shift worker or continuous worker is rostered off, they will have a day in lieu added to their annual leave.

7.1.7 Reasonable notice of at least 14 days of the commencement of annual leave will be given to the employee.

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

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

7.1.10 When an employee with 12 months service is engaged for part of the 12 monthly period as a 7 day shift worker, the employee will be entitled to have the period of 4 weeks annual leave increased by half a day for each month the employee is engaged as aforesaid.

7.1.11 If an employee does not take leave entitlements in any one year, such leave will be granted to the employee for the following year in addition to leave for that year; but the accumulated leave will not exceed 8 weeks in the case of employees other than shift workers and the equivalent of their entitlement to annual leave over a period not exceeding 2 years in the case of shift workers.

7.2 Long service leave

All employees covered by this Award will be entitled to long service leave on full pay under, subject to and in accordance with the provisions of the *City of Brisbane (Operations) Regulation 2010*.

7.3 Sick leave

7.3.1 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.

7.3.2 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.

7.3.3 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.

7.3.4 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.

7.3.5 Workers' compensation

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

7.3.6 *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.

7.4 Bereavement leave

7.4.1 *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, 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.

7.4.2 *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.
- (b) A "long-term casual employee" is a casual employee engaged by a particular employer, on a regular and systematic basis, for several periods of employment during a period of at least 1 year immediately before the employee seeks to access an entitlement under clause 7.4.2.

7.4.3 "Immediate family" includes:

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

7.4.4 *Unpaid leave*

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

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 An employee who would ordinarily be required to work on a day on which a public holiday falls is entitled to full pay for the time the employee would ordinarily have been required to perform work on that day.

7.6.2 Subject to clause 7.6.9 all work done by any employee on:

- the 1st January;
- the 26th January;
- Good Friday;

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

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

7.6.3 *Labour Day*

All employees covered by this Award will 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 will be paid a full day's wage for that day and in addition a payment for the time actually worked at one and a-half times the ordinary rate prescribed for such work with a minimum of 4 hours.

7.6.4 *Annual show*

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

7.6.5 *Double time and a-half*

For the purposes of clause 7.6, where the rate of wages is a weekly rate, "double time and a-half" will 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.

7.6.6 *Extra pay for work outside certain hours on public holiday*

All time worked on any of the above holidays outside the ordinary starting and ceasing times prescribed by this Award for the day of the week on which such holiday falls will 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.

7.6.7 *Stand-down*

Any employee, with 2 weeks' or more of continuous service, whose employment has been terminated by the employer or who has been stood-down by the employer during the month of December, and who is re-employed in January of the following year, will be entitled to payment at the ordinary rate payable to that employee when terminated or stood-down, for any one or more of the following holidays, namely, Christmas Day, Boxing Day and the 1st January (New Year's Day).

7.6.8 *Public holiday falling on rostered day off*

When the ordinary work cycle provides for a rostered day off and a public holiday falls on that day, the rostered day off will be moved to a day mutually agreed between the employer and the employees concerned.

7.6.9 *Substitution of holidays*

Where there is agreement between the majority of employees concerned and the employer and subject to statutory limitations, other ordinary working days may be substituted for the public holidays specified in clause 7.6. Where an employee is subsequently required to work on such substituted day, the employee will be paid the rate applicable for the holiday that has been substituted.

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

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

- (a) A full-time employee is entitled to either payment for each public holiday or a substituted day's leave.
- (b) A part-time employee is entitled to either payment for each public holiday or a substituted day's leave provided that the part-time employee would have been ordinarily rostered to work on that day had it not been a public holiday.

- (c) Where a public holiday would have fallen on a Saturday or a Sunday but is substituted for another day all employees who would ordinarily have worked on such Saturday or Sunday but who are not rostered to work on such day are entitled to payment for the public holiday or a substituted day's leave.
- (d) Where Christmas day falls on a Saturday or a Sunday and the public holiday is observed on another day an employee required to work on Christmas day (i.e. 25 December) is to be paid at the rate of double time.
- (e) Nothing in clause 7.6.10 confers a right to any employee to payment for a public holiday as well as a substituted day in lieu.

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 Travelling allowance

Where employees are required to travel by their own means, in their own time to and from a worksite and such worksite is one other than the usual commencing depot or recognised centre (as indicated in Schedule 1) a travelling allowance will be paid to such employees on the following basis:

8.1.1 Within Brisbane City Council boundaries

An amount of \$13.30 will be paid as a daily allowance to reimburse employees for the inconvenience of all extra time and extra cost involved in travelling to and from a worksite.

8.1.2 Outside Brisbane City Council boundaries

In addition to the provisions contained in clause 8.1.1, employees who report to a worksite outside of Brisbane City Council boundaries will be paid additional travelling time to and from the worksite from the Brisbane City Council boundary at the Plant Operator's Classification Level with a minimum payment of 15 minutes.

8.1.3 Use of private vehicles

Employees who use their own motor vehicle to travel during ordinary working hours from worksite to worksite will be paid 73 cents per kilometre.

8.1.4 The travelling provisions contained in clause 8.1 will not apply where other travelling arrangements have been agreed to between the parties and are specified in either a "local agreement" or "exchange of letters".

8.2 Living away from home

8.2.1 Where employees are employed at a worksite at such a distance from the usual place of residence that they cannot reasonably return home each night the following clauses will apply:

- (a) Air-conditioned accommodation plus 3 adequate meals per day free of charge;

- (b) An allowance for out-of-pocket expenses of \$20.00 per day;
- (c) The use of Council telephones for the purposes of contacting relatives.

8.2.2 *Travelling arrangements*

A vehicle will be provided by council to transport employees and equipment to and from all distant worksites. Council transport will also be provided to move employees to and between worksites and return to overnight accommodation on completion of the workday.

PART 9 - TRAINING AND RELATED MATTERS

9.1 Training

- 9.1.1 The parties to this Award recognise that in order to increase the productivity and efficiency of the Council a greater commitment to training and skill development is required.
- 9.1.2 The parties to this Award acknowledge the validity of dedicated plant operator roles in the nature of Council's business and that plant operation in connection with civil construction and maintenance work is an apprenticeship calling.
- 9.1.3 The parties to this Award also agree that all training of dedicated plant operators will be in accordance with the provisions contained in the *Vocational Education, Training and Employment Act 2000*. Accordingly the parties commit themselves to:
 - (a) Developing a more highly skilled and flexible workforce
 - (b) Establishing a system to support competency based training for persons registered in apprenticeship callings
 - (c) Providing employees with career opportunities through appropriate training to acquire additional skills
 - (d) Promoting the greatest possible use of all of the skills which an employee has acquired
- 9.1.4 To facilitate the above objectives the Council will, in co-operation with the consultative committee, develop a training program consistent with:
 - (a) The size, structure and scope of the activities of the Council
 - (b) The need to develop vocational skills relevant to the Council through courses conducted by accredited educational institutions and providers
- 9.1.5 Where, as a result of consultation in accordance with clause 9.1 it is agreed that additional training should be taken by the employee, that training may be taken either on or off the job. If the training is undertaken during normal working hours the employee concerned will not suffer any loss of pay. The Council will not unreasonably withhold such paid training leave.
- 9.1.6 Any costs associated with standard fees for prescribed courses and prescribed textbooks (excluding those textbooks which are contained in the employer's technical library) incurred in connection with the undertaking of training pursuant to clause 9.1.4 will be reimbursed by the Council upon the production of evidence of such expenditure. Reimbursement will be subject to the presentation of reports of satisfactory progress.
- 9.1.7 Travel costs incurred by an employee undertaking training in accordance with clause 9.1.4 which exceed those normally incurred travelling to and from work will be reimbursed by the Council.
- 9.1.8 Any disputes arising from the operation of clause 9.1 will be subject to the dispute settlement procedure contained in clause 3.2.

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

No provisions inserted in this Award relevant to this Part.

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) 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 Justice and Attorney-General, 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

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, an employer to whom this Award applies 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

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.

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 Award posting

A true and up to date copy of this Award will be made available at the workplace so as to be easily read by the employees.

SCHEDULE 1 - Council depots or recognised centres

| | |
|---|--|
| Stafford | 41 Lennon Street, Stafford |
| Darra Depot | Shamrock Road, Darra |
| Balmoral Depot | 8 Redfern Street, Morningside |
| Mount Coot-tha Quarry | Mount Coot-tha Road |
| Pine Mountain Recycling Facility | Pine Mountain Road, Carina |
| Asphalt Operations and Road Surfacing | 228 Curtin Ave West, Eagle Farm |
| Zillmere Depot | Jennings Street Zillmere |
| Structures and Story Bridge Maintenance | 234 Main Street Kangaroo Point |
| Riverview Asphalt Plant | 79 Riverview Road, Riverview |
| Road Cleansing | 243 Bradman Street, Acacia Ridge |
| Urban Cleansing | Brisbane Square, Brisbane |
| Signs and Lines | Shed A, Brockman Street, Kedron |
| Tingalpa Depot | 23 Milenium Place, Tingalpa |
| Pinkenbah Service Centre | 2/17 Sugarmill Road Pinkenbah |
| Wacol | 115 Industrial Ave Wacol |
| Windsor | 78 McDonald Road |
| Zillmere | Jennings Street |
| Darra | 38 Shamrock Street |
| Inala | Thrush Street |
| 17 Mile Rocks | Rocks Riverside Park, Counihan Road |
| Balmoral | Jean Howie Drive |
| Lota | Herbert Street |
| Toowong | Perrin Park |
| Toowong | 20 Josling Street |
| Ferny Grove | Tramway Street |
| Bellbowrie | Hawkesbury Road |
| City Botanic Gardens | (under the Riverstage) access via corner Alice and Edward St |
| Mount Coot-tha Botanic Garden | Mt Coot-tha Road |
| New Farm Park | Oxlade St, New Farm |
| Bowen Park Training Room | Bowen Hills |
| Green Square | 505 St Pauls Tce Fortitude Valley |
| Main Depot, Fortitude Valley | 503 St Pauls Tce |
| New Farm | 145 Sydney Street |
| Toowong Cemetery | Frederick Street, Toowong |
| Hemmant Cemetery | Hemmant and Tingalpa Road |
| Mt Gravatt Cemetery | Mains Road, Nathan |
| Pinnaroo Lawn Cemetery | Graham Road, Bridgeman Downs |

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