

CITATION: *Building Construction Industry Award - State 2003*
Reprint of Award - 1 November 2010
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QUEENSLAND INDUSTRIAL RELATIONS COMMISSION

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

BUILDING CONSTRUCTION INDUSTRY AWARD - STATE 2003

Following the Declaration of the General Ruling in the 2010 State Wage Case (matter numbers B/2010/20 and B/2010/21), the Building Construction Industry Award - State 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 Building Construction Industry Award - State 2003 as at 1 September 2010.

Dated 1 November 2010.

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

BUILDING CONSTRUCTION INDUSTRY AWARD - STATE 2003

PART 1 - APPLICATION AND OPERATION

1.1 Title

This Award is known as Building Construction Industry Award - State 2003.

1.2 Arrangement

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1.3 Date of operation

This Award takes effect from 14 April 2003.

1.4 Application of Award

1.4.1 Except as provided for in clause 1.4.2, this Award applies to all employers engaging persons in the classifications defined in this Award on Construction Work, as defined, and to such employees.

1.4.2 This Award will not apply to employees:

(a) specifically covered by any other Award, Industrial or Enterprise Agreement of the Commission.

(b) classified in this Award who are employed by a Mixed Enterprise in a maintenance and/or ancillary capacity:

Provided that employees of joinery, shopfitting, or glass workshops engaged on Construction Work on site, or on new Construction Work on buildings at the employer's premises exceeding 23.23 sq. m. for any day or part of will be paid, where applicable, for the whole day in accordance with the rates of pay set out in clauses 5.1.2, 5.1.4 and 5.1.5. In addition such employees will be paid the allowances as set out in clause 5.6.24 (Industry allowance), 5.6.38 (Tool allowance), 5.6.28 (Multi-storey allowance); clause 8.1 (Fares and travel allowances); clause 6.1 (Hours of work); clause 6.2 (Meal breaks, rest periods and crib time); clause 6.3 (Overtime and special time) and clause 6.5 (Weekend work) of this Award. Should the abovementioned employees be working on site, etc., for 3 or more days in any pay week, they will be paid in accordance with the above for the whole of that pay week.

(c) of the Queensland State Government and Q Rail, Governmental Instrumentalities including Electricity Authorities, Boards, and Local Authorities including the Brisbane City Council.

(d) performing the work of ship carpenters or ship joiners or of seagoing carpenters on articles; (the making of implements of agriculture).

(e) employed by sugar mills, sugar refineries and distilleries and employees engaged on building construction and/or repair work on or in connection with any bulk sugar terminal.

1.5 Parties bound

This Award is legally binding upon the employees as prescribed by clause 1.4 and their employers, and the:

(a) Construction Forestry Mining and Energy, Industrial Union of Employees, Queensland;

(b) Australian Building Construction Employees and Builders Labourers Federation (Queensland Branch) Union of Employees;

(c) Plumbers and Gasfitters Employees Union of Australia, Queensland Branch, Union of Employees;

(d) The Australian Workers' Union of Employees, Queensland;

and their members.

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 "Assistant Powder Monkey" means a person assisting under the Direct Supervision of a powder monkey in placing and firing explosive charges excluding the operation of explosive power tools.

1.6.3 "Assistant Rigger" means a person assisting under the Direct Supervision of a rigger in erecting or placing in position the members of any type of structure (other than scaffolding and aluminium alloy structures) and for the manner of ensuring the stability of such members, for dismantling such structure for setting up cranes or hoists other than those attached to scaffolding and who has had less than 12 months experience at rigging work and will include an employee either performing rigging work that is an integral part of, or is incidental to a tradesperson's work or work that is an integral part of or is incidental to, crane operations.

1.6.4 "Bricklayer" means an employee over 21 years of age or who has completed an apprenticeship or a recognised period of training under the *Training and Employment Act of 2000* employed on bricklaying or tuckpointing work. The work of Bricklayers includes but is not limited to - bricklaying, cleaning down brickwork, brickcutting, tiling, setting pointed brickwork, firework, setting coke slabs, coke bricks, cutting openings in brickwork, stone setting and the laying of all types of blocks including concrete, masonry, terracotta, glass, plaster, plastic and synthetic or reconstituted material blocks or bricks, paving bricks and bricks, blocks or tiles laid in sand.

- 1.6.5 "Builders' Labourer" means any labourer employed about any building and including silos of all kinds granaries and grain or grain products storage depots, or assisting any Bricklayer, Plasterer, carpenter, Plumber, mason or any tradesperson engaged in building Construction Work or employed on any making or contracting job in wood, stone, brick, concrete, iron or steel or combinations of those or other materials incidental to building construction, repair, demolition or removal of buildings or as a Scaffolder, rigger, gear hand, gantry hand or crane hand, dogperson, Drainer, powder monkey, pile driver, jack hammerperson, Winch or hoist driver, tackle hand, mixer driver, steel or bar bender, operator of motorised dump barrows, monorail skips, vibrators for packing concrete, concrete screeders of concrete batching plants on any building contract, and any labourer assisting a tradesperson on building sites in placing pre-stressed or pre-case concrete components, or in placing curtain walling, or in work in connection with the lift slab method of erection, and any labourer on building sites dismantling steel form work or supports thereto and any labourer excavating ground for foundations and basements of buildings or levelling ground on the site of and within the alignment of the actual building to be erected or doing concrete work, tar paving or asphalt work on mortar or concrete mixing in connection with or incidental to the foregoing operations and including all Builders' Labourers employed as such in connection with all work of the building industry performed on the site thereof.
- 1.6.6 "Carpenter and Joiner" means an employee over 21 years of age or who has completed an apprenticeship or a recognised period of training under the *Training and Employment Act of 2000* employed as a carpenter and/or joiner upon shopfitting work or Construction Work. The work of carpenters includes but is not limited:
- (a) Work in connection with prefabricated units;
 - (b) The marking out, lining, plumbing and levelling of steel formwork and supports thereto;
 - (c) The stripping of steel formwork shutters or boxing;
 - (d) The erection of curtain walling and the fixing of external wall cladding;
 - (e) The erection of suspended ceilings except where wet plaster is used.
 - (f) The erection of metal windows or doors;
 - (g) The manufacture, installation, alteration and/or repair of shopfronts, showcases, exhibitors stands and interior fittings and fixtures in or on buildings, and the erection or installation of partitions including partitions involving wrap-around glazing and the erection or installation of partitions including the insertion of glass panels where the glass is 6.35mm or less in thickness by beads or moulds or other dry glazing methods:
- Provided that:
- (i) the drawing or shaping of metal is not required in respect of (d), (e), (f) and (g); and
 - (ii) nothing in this definition will be construed as giving a carpenter an exclusive right to work specified in (c), (d), (e) and (f).
- 1.6.7 "Commission" means the Queensland Industrial Relations Commission.
- 1.6.8 "Concrete Finisher" means an employee other than a Concrete Floater engaged in the finishing of concrete or cement work by hand not being a finish in marble mosaic or terrazzo.
- 1.6.9 "Concrete Floater" means an employee engaged in concrete or cement work and using a wooden or rubber screener or mechanical trowel or wooden float or engaged in bagging off or broom finishing or patching.
- 1.6.10 "Confined Space" means a place the dimensions or nature of which necessitate working in a cramped position or without sufficient ventilation.
- 1.6.11 "Construction Work" means all on-site work in connection with erection, additions, repair, renovation, maintenance, ornamentation, or demolition of building including the making, assembling, or fixing of woodwork and fittings in connection therewith, the making, preparing, assembling, and fixing of any material necessitating the use of tradesperson's (contained within this Award) tools or machines on site.

This excludes minor maintenance as defined in the Building Products, Manufacture and Minor Maintenance Award - State, provided that clause 1.6.12 will apply to work performed by various Stonemasonry classifications, except such work performed in Stonemasonry yards, factories and/or shops and in cemeteries.

- 1.6.12 "Coping Sawyer" means an employee who operates the machine for the coping of granite, marble, freestone,

bluestone, slate, trachyte, porphyry, terrazzo, or other compositions in the making of which similar stones are used.

- 1.6.13 "Direct Supervision" means that the powder monkey or rigger, as the case may be, must be present on the job to guide the work during its process.
- 1.6.14 "Double Time" means twice the ordinary rate of payment as prescribed in clause 5.1 (Wages).
- 1.6.15 "Drainer" means a person directly responsible to the employer for the correct and proper laying of sewerage and draining pipes.
- 1.6.16 "Float Hand" means an employee who squares up faces, noising or chamfers on float machine on the following, viz - granite, marble, freestone, bluestone, slate trachyte, porphyry, terrazzo, or other compositions in the making of which similar stones are used.
- 1.6.17 "Floor Specialist" means any employee over 21 years of age or who has completed an apprenticeship or a recognised period of training under the *Training and Employment Act 2000*, as a floor layer, or who is engaged in the following classes of work - The laying of floors with granolithic, magnesite, marble mosaic.
- 1.6.18 "Foundation Shaftworker" means a builder's labourer employed on the sinking of shafts which will exceed 6 metres in depth for foundations of buildings or upon consequential steel fixing, timbering and concreting therein.
- 1.6.19 "Gang Sawyer" means an employee who operates any frame saw worked by power for the cutting of granite, marble, freestone, bluestone, slate, trachyte, porphyry, terrazzo, or other compositions in the making of which similar stones are used.
- 1.6.20 "Glazier" means an employee over 21 years of age or who has completed an apprenticeship or a recognised period of training under the *Training and Employment Act 2000* engaged in any manner whatsoever in glazing, glass cutting, glass processing cutting and fixing vitrolite or like material, the fixing of glass by any means in any place prepared for its reception, fitting and fixing glazing bars, leadlight and metal glazing including cutting glass, assembling and fixing such glass by means of lead and/or metal sections.
- 1.6.21 "Licensed Drainer" means a person licensed as a Drainer with the Plumbers and Drainers Licensing and Examination Board of Queensland.
- 1.6.22 "Machinist" means an employee on Construction Work (as defined) who operates a machine for the sawing, gritting, dressing, facing or polishing of all kinds of stone, composition or reconstituted stone, terrazzo or similar compositions.
- 1.6.23 "Marker or Setter Out" means an employee mainly employed marking and/or setting out work for other employees.
- 1.6.24 "Mixed Enterprise" means employment by an employer, in any enterprise where work performed by the employee is subsidiary or auxiliary to chief or principal purposes and business of such enterprise.
- 1.6.25 "Operator of Explosive Powered Tools" means an employee qualified in accordance with the laws and regulations of the State of Queensland to operate explosive powered tools.
- 1.6.26 "Painter" means an employee over 21 years of age or who has completed an apprenticeship or a recognised period of training under the *Training and Employment Act 2000* engaged in any manner whatsoever in the painting and/or decorating of or in connection with all buildings and structures, plant, machinery and equipment, fences and posts (commercial, residential, industrial or otherwise).

The painting of or in connection with prefabricated buildings and structures, plant machinery and equipment (commercial, residential, industrial or otherwise) and any prefabricated or other parts of prefabricated buildings and structures as these. The work of Painters includes but is not limited to the painting of pipe lines, conduits, valves, condensers, cocks, control and/or regulating stations or substations and/or pumping, suction syphon, or booster stations or sub-stations and/or storage holders, pressure regulating holders and/or trestles, bridges, viaducts, pylons, and any other supports, and all machinery and appurtenances relating to the foregoing on water land or sea, used or to be used for the purpose of storing and/or regulating and/or conveying liquids or gasses including natural oils and gases. Paperhanging, applying and/or fixing wallhangings or coverings, decorating, kalsomining, distempering, plastic relief and texture work, graining, marbling, gilding, enamelling, varnishing and lacquering and the replacement of glass.

The mixing of and/or application of and/or fixing of paint or like matter or substitute or mixtures or

compositions or compounds texture or plastic coating and finishes or other decorative or protective coating and/or finishes, or putty, stopping or caulking mixtures, compositions or compounds, oils, varnishes, water-colours, lacquers, stains, wallpapers, wallhangings, or covering, coatings, and/or other materials used in the painting and decorating trade with a brush, spray, roller or other tool or remove paint or like matter or substitutes or mixtures or compositions or compounds for texture or plastic coatings and finishes or other decorative coating and/or finishes or putty, stopping or caulking mixtures, compositions or compounds, oils, varnishes, water-colours, lacquers, stains, wallpapers, wallhangings, or coverings, or other materials used in the painting and decorating trade by heat, flame, water solvents, electrical mechanical, air-powered or hand tools or by grit, shot or other abrasives or by any other means and the preparation of the work and materials required in any of the these branches of the trade.

1.6.27 "Penalty Rates"

- (a) "Ordinary time" means rates as calculated in accordance with clause 5.1 (Wages);
- (b) "Time and a-half" means ordinary time plus 50%;
- (c) "Double Time" means ordinary time plus 100%; and
- (d) "Double Time and a-half" means ordinary time plus 150%.

1.6.28 "Plasterer" means an employee over 21 years of age or who has completed an apprenticeship or a recognised period of training under the *Training and Employment Act 2000* employed on internal and/or external plastering and/or cement, including but is not limited to, finishing and/or topdressing and/or patching concrete work, rendering with all forms of plaster including applying and finishing acoustic, insulating or fireproofing materials bonded with plaster, plastic, cementitious or similar substances, granolithic floor laying (i.e. floors laid with material or aggregate consisting of marble chips, blue stone toppings, crushed slag or similar material,) press cement work, cement floors (including magnesite and/or composition floors), marble mosaic paving, terrazzo and similar work, texture or pebble finish work formed in cement, plaster, asbestos, vermiculite, pearlite or other expanded aggregate or patent materials, lathing for plastering work scagliola and similar work, plaster fibrous plaster, plateglass casting and fixing, ceiling fixing, plaster board fixing and plaster board cornice manufacture and fixing, and excepting in the laying or fixing of tiles of terracotta or pottery ware, faience, ceramic, (excepting where done in connection with bricklaying work) opalite, (not exceeding 930 square centimetres), plastic or similar materials, and in the rendering of house connection work such as taps, connections, basins, etc and the jointing of pipes of concrete or cement composition used in sewer work (except where such work is done by a Licensed Drainer approved by the local authority to do such work), whether all of the foregoing is done by manual or mechanical means.

1.6.29 "Plasterer (Wall and Ceiling Fixing)" means an employee over 21 years of age or who has completed an apprenticeship in Portion of the trade of Plasterer-Fibrous or a recognised period of training under the *Training and Employment Act 2000* and who is engaged in the fixing and settling of plasterboard and for the installation of suspended ceiling systems.

1.6.30 "Plumber" means an employee over 21 years of age or who has completed an apprenticeship under the *Training and Employment Act 2000*, and who is employed or usually employed in executing any general plumbing, ship plumbing, gas fitting, pipe fitting, sheet metal, lead burning, sanitary heating and domestic engineering, industrial, commercial, house, medical, scientific and chemical plumbing.

1.6.31 "Polisher" means an employee who does all the necessary gritting and/or polishing of granite, marble, freestone, bluestone, slate, trachyte, porphyry or terrazzo or other compositions in the making of which similar stones are used.

1.6.32 "Refractory Bricklayer" means a Bricklayer skilled in the performance of the work required in the laying of refractory brickwork, the use of pliable, castable, ramable, moulding and insulating materials and the use of the tools and machines necessary for the carrying out of this work with refractory materials, in the construction or alteration or repairs to boilers, flues, furnaces, retorts, kilns, ovens, ladles and similar structures and instruments used in refractory work, together with refractory work associated with acid stills, acid furnaces, acid towers and all other acid resisting brickwork.

1.6.33 "Resilient Floor Layer" means any employee over 21 years of age or who has completed an apprenticeship or a recognised period of training under the *Training and Employment Act 2000*, and who is engaged in resilient floor laying work, or who is employed at all classes of work referred to in this definition or in any manner whatsoever in connection with the resilient floor laying trade in the laying of composition floors of all descriptions, the laying of linotile flooring and kindred materials where skilled operatives are required to perform the work, the preparation of floors and other surfaces to allow coverings to be fixed, the laying, placing and fixing of floor

coverings, adjusting of joinery and fixtures to compensate for changed levels. The use of machinery to provide a finished surface, the application of sealants and finishes. The measuring, cutting and joining of various floor covering materials, the cutting and placing of underlay and similar materials. The preparation and covering of surfaces other than floors using floor covering materials.

This classification will not form part of a skill stream for the purposes of Award restructuring until this classification is established in the National Building and Construction Industry Award.

1.6.34 "Roof Tiler, Slater, Shingle, Ridger or Roof Fixer" means an employee of the trade or calling of tiling roofs or fixing roofing sheets of asbestos, fibre, fibrillate or cement mixtures and accessories, malthoid, sisalkraft, pamcotile or bituminous roofing material and all accessories made of the same materials and which, without limiting the meaning of the above will include-terra-cotta, glazed, semi-glazed roofing tiles, cement tiles, slates, fibro slates, tiles, asbestos, fibrolite, fibro, fibrous mixtures, cement and any mixtures that may replace or be used in conjunction with the foregoing or any materials incidental thereto or in place thereof, and work incidental to the above work including battening for tiles, trying, nailing or carrying tiles, etc, and the laying and/or pointing of ridges and barges.

1.6.35 "Scaffolder" means a person engaged substantially in the erecting or altering or dismantling of any structure or framework used or intended to be used in building operations:

- to support workers or material; or
- to support framework; or
- as a temporary support for members or parts of a building.

Where such structure or frame work is composed of standards and/or ledgers and/or pud locks or any combination of these components normally used in scaffolding work.

Nothing in this definition will extend to any scaffolding used or intended to be used to support workers or materials which is not intended to be erected to a height over 3 metres.

Nothing in this definition will extend to:

- any work relating to formwork which work consists solely of the tying together of occasional pieces of scaffolding tube to Acrow or similar type props; or
- any work which consists of a structure or framework composed solely of timber.

1.6.36 "Signwriter" means an employee over 21 years of age or who has completed an apprenticeship or a recognised period of training under the *Training and Employment Act 2000* who in addition to having a knowledge of painting, staining and varnishing, does any of the following work- signwriting, designing and/or lettering of price tickets and showcards.

Pictorial and scenic paintings, or production of signs and posters by means of stencils screens or like methods or any other work incidental thereto including cutout displays of all descriptions, pictorial scenic or lettering and includes but is not limited to:

- lettering of every description, size or shape applied by brush on any surface or material which, without limiting its meaning will include stone, wood, iron, metal, brick, cement, glass (plain or fancy), canvas, paper, calico, sheeting, bunting, silk, satin, wire blinds;
- designing for windows, posters, show window and theatre displays, honour rolls, illuminated addresses, neon signs, stencils, display banners.
- gilding, i.e. the application of gold, silver, aluminium or any metal leaf to any surface;
- designing and laying out of cutout displays of all descriptions, either pictorial, scenic or lettering;
- screen process work, i.e. the designing, setting up and the operation for duplication of signs on any material, whether on paper, fabric, metal, wood, glass or any similar material.

Without limiting the general meaning, signwriting work will include the making of stencils and stencilling by screens or any other method and the making and/or fixing of transfers.

1.6.37 "Special Class Tradesperson" means a tradesperson carpenter and/or joiner, Bricklayer Plasterer or Stonemason who is engaged on work or restoration, renovation, preservation or reconstruction of historical or "National Trust" type buildings, the performance of which requires the use of complex, high quality trade skills and experience which are not generally exercised in normal Construction Work.

For the purpose of this definition complex and high quality trade skills and experience will be deemed to be acquired by the tradesperson:

- (a) having had not less than 12 months on-the-job experience of such skilled work, and
- (b) having, by satisfactory completion of a prescribed post trade course, or other approved course, or the achievement of knowledge and competency by other means, including the on-the-job experience in clause 1.6.37(a), as will enable the tradesperson to perform such work unsupervised where necessary and practical, to the required standard of expertise/skill.

For the purpose of this definition the Certificate Course for Building Technicians - Queensland is deemed to be the prescribed post trade course and is recognised throughout the locality of this Award.

1.6.38 "Stonemason" means an employee over 21 years of age or who has completed an apprenticeship or a recognised period of training under the *Training and Employment Act 2000* on Construction Work (as defined) engaged in the dressing, setting, fixing, coping, drilling or boxing up of any kind of stone, including terrazzo, composition or other reconstituted stone, by hand or machine, that has to be cut to a mould or template, or which has to be proven by a square or straight edge or set to a line or level, and includes a worker who fixed manufactured stone to the facade of a building or the building of stone veneer in random or ashlar; the restoration and colouration of decayed stone including the preparation and use of materials or liquids of any sort necessary for such work.

The dressing and/or setting of all kinds of masonry will be regarded as masons' work, but if no mason be immediately available, a competent tradesperson may set plain sills, steps, templates, windows or door heads.

All masonry work, including fixing, setting and pointing, will be done by masons only. However, in the northern Division if no mason is available a Bricklayer may set plain sills, steps, templates, windows or door heads if same are fixed in or on brickwork.

1.6.39 "Stonemason, Terrazzo Assistant" means a person employed in a masonry shop or yard assisting or labouring on work classed as building Construction Work and a person employed as a concreter in a cemetery.

1.6.40 "Tiler" means an employee who is engaged in the fixing of floor and wall tiles, fireplaces, hearths and surroundings to same, ceramic mosaic on floors and walls, marble mosaic on floors and walls, and cut mosaic work, santana work, terrazzo steps, risers, stringers, and floors when cut in slabs to form a design.

1.6.41 "Union" means the Unions set out in clause 1.5 of this Award.

1.6.42 "Waterproofeer" means an employee over 21 years of age or who has completed an apprenticeship or a recognised period of training under the *Training and Employment Act 2000* employed on internal and/or external waterproofing work in cement, bitumen, or similar substances, waterproofing work in cement, bitumen, plaster or patent material, sewer and/or tunnel plastering including the rendering of access holes, pits, sumps, tanks and filter beds, whether all of the foregoing is done by manual or mechanical means.

1.6.43 "Winch" is a hand or power operated machine usually having a geared winding drum(s) with or without clutches and brakes, used for exerting a pull by means of a rope wound round the drum(s).

1.6.44 "Winder" is a type of power operated Winch fitted with additional safety devices to make it suitable for hauling of persons and materials up vertical or incline tracks.

1.7 Area of operation

For the purposes of this Award, the Divisions and Districts will be as follows:

1.7.1 Divisions

Northern Division - That portion of the State along or north of a line commencing at the junction of the sea coast with the 21st parallel of south latitude; then by that parallel of latitude due west to 147 degrees east longitude; then by that meridian of longitude due south to 22 degrees 30 minutes of south latitude; then by that parallel of latitude due west to the western border of the State.

Mackay Division - That portion of the State within the following boundaries - Commencing at the junction of the sea coast with the 21st parallel of south latitude; then by that parallel of latitude due west to 147 degrees of east longitude; then by that meridian of longitude due south to 22 degrees of south latitude; then by that parallel of latitude due east to the sea coast; then by the sea coast northerly to the point of commencement.

Southern Division - That portion of the State not included in the Northern or Mackay Divisions.

1.7.2 *Districts*

(a) Northern Division

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

Western District - The remainder of the Northern Division;

(b) Southern Division

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

Western District - The remainder of the Southern Division.

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 Grievance and dispute settling procedures

The matters to be dealt with in this procedure shall include all grievances or disputes between an employee and an employer in respect to any industrial matter and all other matters that the parties agree on and are specified herein. Such procedures shall apply to a single employee or to any number of employees.

- 3.1.1 In the event of an employee having a grievance or dispute the employee shall in the first instance attempt to resolve the matter with the immediate supervisor, who shall respond to such request as soon as reasonably practicable under the circumstances. Where the dispute concerns alleged actions of the immediate supervisor the employee/s may bypass this level in the procedure.
- 3.1.2 If the grievance or dispute is not resolved under clause 3.1.1, the employee or the employee's representative may refer the matter to the next higher level of management for discussion. Such discussion should, if possible, take place within 24 hours after the request by the employee or the employee's representative.
- 3.1.3 If the grievance involves allegations of unlawful discrimination by a supervisor the employee may commence the grievance resolution process by reporting the allegations to the next level of management beyond that of the supervisor concerned. If there is no level of management beyond that involved in the allegation the employee may proceed directly to the process outlined at clause 3.1.5.

- 3.1.4 If the grievance or dispute is still unresolved after discussions mentioned in clause 3.1.2, the matter shall, in the case of a member of a Union, be reported to the relevant officer of that Union and the senior management of the employer or the employer's nominated industrial representative. An employee who is not a member of a Union may report the grievance or dispute to senior management or the nominated industrial representative. This should occur as soon as it is evident that discussions under clause 3.1.2 will not result in resolution of the dispute.
- 3.1.5 If, after discussion between the parties, or their nominees mentioned in clause 3.1.4, the dispute remains unresolved after the parties have genuinely attempted to achieve a settlement thereof, then notification of the existence of the dispute is to be given to the Commission in accordance with the provisions of the Act.
- 3.1.6 Whilst all of the above procedure is being followed, normal work shall continue except in the case of a genuine safety issue.
- 3.1.7 The *status quo* existing before the emergence of the grievance or dispute is to continue whilst the above procedure is being followed.
- 3.1.8 All parties to any dispute shall give due consideration to matters raised or any suggestion or recommendation made by the Commission with a view to the prompt settlement of the dispute.
- 3.1.9 Any Order or Decision of the Commission (subject to the parties' right of appeal under the Act) will be final and binding on all parties to the dispute.
- 3.1.10 Discussions at any stage of the procedure shall not be unreasonably delayed by any party, subject to acceptance that some matters may be of such complexity or importance that it may take a reasonable period of time for the appropriate response to be made. If genuine discussions are unreasonably delayed or hindered, it shall be open to any party to give notification of the dispute in accordance with the provisions of the Act.

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

4.1 Contract of employment

- 4.1.1 At the point of engagement of each employee, the employer must specify whether the engagement is on a daily hire or casual basis.
- 4.1.2 An employee may be appointed on a part-time basis in accordance with clause 7.5 Family leave as prescribed.
- 4.1.3 An employer may direct an employee to carry out such duties as are reasonably within the limits of the employee's skill, competence and training consistent with the employee's classification provided that such duties are not designed to promote deskilling.
- 4.1.4 An employer may direct an employee to carry out such duties and use such tools and equipment as may be required provided that the employee has been properly trained in the use of such tools and equipment.
- 4.1.5 Any direction issued by the employer pursuant to clause 4.1 will be consistent with the employer's responsibilities to provide a safe and healthy working environment.

4.2 Casual employment

- 4.2.1 A casual employee is one engaged and paid in accordance with the provisions of clause 4.2. A casual employee shall be entitled to all of the applicable rates and conditions of employment prescribed by this Award except annual leave, personal leave, parental leave, jury service, public holidays and redundancy.
- 4.2.2 An employer when engaging a person for casual employment must inform the person in writing that the employee is to be employed as a casual, stating by whom the employee is employed, the job performed, the classification level, the actual or likely number of hours to be worked, and the relevant rate of pay.
- 4.2.3 A casual employee may be employed by a particular employer on a regular and systematic basis for any period not exceeding six weeks. If the employment is to continue on a regular and systematic basis beyond six weeks the employee must then be employed on a daily hire basis.
- 4.2.4 The provisions of clause 4.2.3 shall not apply to a casual employee who has been engaged by a particular employer to perform work on an occasional basis and whose pattern is not regular and systematic.

- 4.2.5 On each occasion a casual employee is required to attend work the employee shall be entitled to payment for a minimum of four hours' work, plus the relevant fares and travel allowance prescribed by clause 8.1.
- 4.2.6 A casual employee for working ordinary time shall be paid 125% of the hourly rate prescribed by clause 5.1.5 for the employee's classification.
- 4.2.7 A casual employee required to work overtime or weekend work shall be entitled to the relevant penalty rates prescribed by clauses 6.3 and 6.5, provided that:
- (a) where the relevant penalty rate is time and a half, the employee shall be paid 175% of the hourly rate prescribed by clause 5.1.5 for the employee's classification and;
 - (b) where the relevant penalty rate is double time, the employee shall be paid 225% of the hourly rate prescribed by clause 5.1.5 for the employee's classification.
- 4.2.8 A casual employee required to work on a public holiday prescribed by clause 7.6 shall be paid 275% of the hourly rate prescribed by clause 5.1.5 for the employee's classification.
- 4.2.9 Termination of all casual engagements shall require one hour's notice on either side or the payment or forfeiture of one hour's pay, as the case may be."

4.3 Trainees

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

4.4 Anti-discrimination

- 4.4.1 It is the intention of the parties to this Award to prevent and eliminate discrimination, as defined by the *Anti-Discrimination Act 1991* and the *Industrial Relations Act 1999* as amended from time to time, which includes:
- (a) discrimination on the basis of sex, marital status, family responsibilities, pregnancy, parental status, age, race, impairment, religion, political belief or activity, trade union activity, lawful sexual activity and association with, or relation to, a person identified on the basis of any of the above attributes;
 - (b) sexual harassment; and
 - (c) racial and religious vilification.
- 4.4.2 Accordingly, in fulfilling their obligations under the grievance and dispute settling procedure in clause 3.1, 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.
- 4.4.3 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.
- 4.4.4 Nothing in clause 4.4 is to be taken to affect:
- (a) any different treatment (or treatment having different outcomes) which is specifically exempted under the *Anti-Discrimination Act 1991*;
 - (b) an employee, employer or registered organisation, pursuing matters of discrimination, including by application to the Human Rights and Equal Opportunity Commission/Anti-Discrimination Commission Queensland.

4.5 Termination of employment

4.5.1 Statement of employment

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

4.5.2 Termination of employment

Except for casual employees and subject to clauses 4.5.3, 4.5.4 and 4.5.5, termination of employment by either party will be by giving one day's notice or one day's pay will be paid or forfeited in lieu thereof. Notice given at or before the usual starting time on any working day will expire at the completion of that day's work.

Tradespersons will be allowed one hour prior to termination to gather, clean, sharpen, pack and transport their tools.

4.5.3 *Public holidays - Special provisions*

An employer who terminates the employment of an employee except for reasons of misconduct or incompetency (proof of which will lie upon the employer) must pay the employee a days ordinary wages for each holiday prescribed in clause 7.6 which falls within 10 consecutive calendar days after the day of termination.

Where any 2 or more of the holidays prescribed in clause 7.6 occur within a 7 day span, such holidays will for the purpose of this Award be regarded as a group of holidays. If the first day of the group of holidays falls within 10 consecutive days after termination, the whole group will be deemed to fall within the 10 consecutive days. For example Christmas Day, Boxing Day and New Year's Day will be regarded as a group.

No employee will be entitled to receive payment from more than one employer in respect of the same public holiday or group of holidays.

4.5.4 *Living away from home - Special provisions*

Where an employee is subject to the living away from home provisions as prescribed in clause 8.3 the employee will be entitled to sufficient notice of termination to arrange suitable transport at termination, or, will be paid as if employed up to the end of the ordinary working day before transport is available.

4.5.5 *Union delegates - Special provisions*

Despite the above, 2 days' notice must be given to any Union delegate and the Union in cases of termination or transfers of a Union delegate. Payment in lieu of notice will not be given. In the event of the Union disputing the decision of management to transfer the Union delegate or terminate the employee's service the employee will remain on the job during which time the Commission will deal with the matter.

The appropriate Union will, within 3 working days of notifying the management that it disputes the decision to transfer or terminate the Union delegate, request the Commission to deal with the matter.

The Union and the employer will do all things necessary to enable the Commission to sit within 10 working days of the management decision to transfer or terminate the Union delegate. If the Commission cannot sit within 10 working days because of the employer's failure to nominate representatives, or their unavailability to attend proceedings, the decision to transfer or terminate the Union delegate will be null and void.

If the Commission cannot sit within 10 working days because of the Union's failure to nominate representatives, or their unavailability to attend proceedings, the Union delegate's transfer or termination will automatically take effect at the expiry of the period of 10 working days.

4.5.6 *Termination for misconduct*

Nothing in clause 4.5 will affect the right of an employer to dismiss an employee without notice for misconduct or refusing duty.

4.5.7 *Harsh, unjust or unreasonable termination*

Termination of employment by an employer will not be harsh, unjust or unreasonable.

For the purpose of clause 4.5.7, termination of employment will include termination with or without notice.

Without limiting the above, except where a distinction, exclusion or preference is based on the inherent requirements of a particular position, termination on the ground of race, colour, sex, marital status, family responsibilities, pregnancy, religion, political opinion, national extraction and social origin will constitute harsh, unjust or unreasonable termination of employment.

Any dispute or claim arising out of clause 4.5.7 will be dealt with in accordance with the dispute settlement procedures contained within this Award.

4.6 **Redundancy**

4.6.1 *Definition of redundancy*

"Redundancy" means a situation where an employee ceases to be employed by an employer, other than for reasons of misconduct or refusal of duty. "Redundant" has a corresponding meaning.

4.6.2 *Notice to Centrelink*

Where a decision has been made to terminate employees in the circumstances outlined in clause 4.6.1 the employer will notify Centrelink thereof as soon as possible giving relevant information including a written statement of the reasons for the terminations, the number and categories of the employees likely to be affected and the period over which the terminations are intended to be carried out.

4.6.3 *Redundancy pay*

- (a) In addition to the period of notice prescribed for termination in clause 4.5.2, a redundant employee will receive the following amounts of redundancy payments, provided that any service prior to 22 March 1989 will not be counted as service unless the employee is made redundant by the employer.

Period of continuous service/redundancy pay

- 1 year or less - 1.75 hours per completed week of service if, and only if redundancy is occasioned otherwise than by the employee
- 1 year and up to the completion of 2 years - 2.4 weeks pay plus, for all service in excess of 1 year, 1.75 hours pay per completed week of service up to a maximum of 4.8 weeks pay.
- 2 years and up to the completion of 3 years - 4.8 weeks pay plus, for all service in excess of 2 years, 1.6 hours pay per completed week of service up to a maximum of 7 weeks pay
- 3 years and up to the completion of 4 years - 7 weeks pay plus, for all service in excess of 3 years, 0.73 hours pay per completed week of service up to a maximum of 8 weeks pay
- 4 years or more - 8 weeks pay.

- (b) "Weeks pay" means the ordinary time rate of pay at the time of termination for the employee concerned.

- (c) "Continuous service" - For the purposes of clause 4.6 service will be deemed to be continuous notwithstanding an employees absence from work in any year of their employment as a consequence of:

- (i) Paid sick leave;
- (ii) Illness or accident up to maximum of 4 weeks after the expiration of paid sick leave;
- (iii) Workers compensation up to a maximum of 39 weeks;
- (iv) Annual leave;
- (v) Long service leave;
- (vi) All other absences taken with the employer's approval;
- (vii) Jury service
- (viii) Bereavement leave
- (ix) The period during which the employment of the employee with the employer will have been interrupted in accordance with clauses 4.6.3(c)(ii) and 4.6.3(c)(vi) will not be taken into account in calculating the period of employment of the employee with the employer.
- (x) In the event of disagreement with the above matter will be referred to the Commission for determination.

4.6.4 *When an employee dies*

If an employee dies with a period of eligible service which would have entitled that employee to redundancy pay, such redundancy pay entitlement will be paid to the estate of the employee.

4.6.5 *Casual employees*

Any period of service as a casual will not entitle an employee to accrue service in accordance with clause 4.6 for that period.

4.6.6 *Apprentice entitlements*

Service as an apprentice will entitle an employee to accumulate credits towards the payment of a redundancy benefit in accordance with clause 4.6 if the employee completes an apprenticeship and remains in employment with that employer for a further 12 months.

4.6.7 *Redundancy fund*

An employer bound by this Award may utilise a fund to meet all or some of the liabilities created by clause 4.6. Where an employer utilises such a fund payments made by a fund designed to meet an employer's liabilities under clause 4.6, to employees eligible for redundancy/severance pay will be set off against the liability of the employer under clause 4.6, and the employee will receive the fund payment or the Award benefit whichever is the greater but not both; or where a fund, which has been established pursuant to an agreement between Unions and employers, does not make payments in accordance with clause 4.6, contributions made by an employer on behalf of an employee to the fund will, to the extent of those contributions, be set off against the liability of the employer under clause 4.6, and payments to the employee will be made in accordance with the rules of the fund or any agreement relating thereto and the employee will receive the fund payment or the Award benefit whichever is the greater but not both.

4.6.8 *Employee leaving during notice*

An employee whose employment is to be terminated in accordance with clause 4.6 may terminate employment during the period of notice and if this occurs, will be entitled to the provisions of clause 4.6 as if the employee remains with the employer until expiry of such notice. In such circumstances, the employee will not be entitled to payment in lieu of notice.

4.7 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.

4.8 Inclement weather

4.8.1 Should a portion of the project be affected by inclement weather, all other employees not so affected will continue working in accordance with the appropriate Award provisions, regardless that some employees may be entitled to cease work due to clause 4.8 (Inclement weather). Inclement weather means the existence of rain or abnormal climatic conditions (whether they are those of hail, snow, cold, high wind, severe dust storm, extreme of high temperature or the like or any combination thereof) of which it is either not reasonable or not safe for employees exposed thereto to continue working whilst the conditions prevail.

4.8.2 The parties agree that all necessary steps will be taken to ensure that a full working understanding of the inclement weather procedure, as contained in this Award, is achieved and maintained throughout the industry:

Provided that should a portion of the project be affected by inclement weather, employees can be transferred to another work location under cover on the site or to another site in accordance with the Award provisions .

4.8.3 *Conference requirement and procedure*

The employer, or the employer's representative, will, when requested by the employees or a representative of the employees, confer (within a reasonable period of time which should not exceed (30) minutes) for the purposes of determining whether or not conditions are inclement. Weather will not be regarded as inclement unless it is agreed at such conference. If the employer or the employer's representative refuses to confer within such reasonable period, employees will be entitled to cease work for the rest of the day and be paid for inclement weather.

4.8.4 *Restrictions on payments*

An employee will not be entitled to payment for inclement weather as provided for in clause 4.8 unless the employee

remains on the job until the provisions set out in clause 4.8 have been observed.

4.8.5 *Entitlement to payment*

An employee will be entitled to payment by the employer for ordinary time lost through inclement weather for up to 32 hours in every period of 4 weeks.

For the purpose of clause 4.8.5 the following conditions will apply:

- (a) The first period will be deemed to commence 11 December 1978, and subsequent periods will commence at 4 weekly periods thereafter.
- (b) An employee will be credited within 32 hours at the commencement of each 4 weekly period.
- (c) The number of hours at the credit of any employee at any time will not exceed 32 hours.
- (d) If an employee commences employment during a 4 weekly period the employee will be credited:
 - 32 hours where the employee commences on any working day within the first week;
 - 24 hours where the employee commences on any working day within the second week;
 - 16 hours where the employee commences on any working day within the third week; and
 - 8 hours where the employee commences on any working day within the 4th week.
- (e) No employee will be entitled to receive more than 32 hours inclement weather payment in any period of 4 weeks.
- (f) The number of hours credited to any employee under clause 4.8.5 will be reduced by the number of hours for which payment is made in respect of lost time through inclement weather.
- (g) Payment under clause 4.8 will be weekly.

4.8.6 *Transfers*

Employees may be transferred from one location on a site where it is unreasonable to work due to inclement weather, or work at another location on the same site, or another site, which is not affected by inclement weather subject to the following:

- (a) No employee will be transferred to an area not affected by inclement weather unless there is work available within the employee's level of skill, competence and training consistent with the classification structure contained within clause 5.1.2.
- (b) Employees may be transferred from one location on a site to work in areas which are not affected by conditions of inclement weather even though there may not be work for all employees in such area.
- (c) Employees may be transferred from one site to another site and the employer provides, where necessary, transport.

4.8.7 *Completion of concrete pours and emergency work*

- (a) Except as provided in clause 4.8.7 an employee will not work or be required to work in the rain.
- (b) Employees will not be required to start a concrete pour in inclement weather.
- (c) Where a concrete pour has been commenced prior to the commencement of a period of inclement weather employees may be required to complete such concrete pour to a practical stage and for such work will be paid at the rate of Double Time calculated to the next hour, and in the case of wet weather will be provided with adequate wet weather gear.

If an employee's clothes become wet as a result of working in the rain during a concrete pour the employee, unless the employee has a change of dry working clothes available, will be entitled to go home without loss of pay.

- (d) Clause 4.8.7(c) will also apply in the case of emergency work where the employees concerned and their

delegate agree that the work is of an emergency nature and can start and/or proceed.

4.8.8 Cessation and resumption of work

- (a) At the time employees cease work due to inclement weather the employer or the employer's representative on site and the employees' representative will agree and note the time of cessation of work.
- (b) After the period of inclement weather has clearly ended the employees will resume work and the time will be similarly agreed and noted.
- (c) Safety - Where an employee is prevented from working at the employee's particular function as a result of unsafe conditions caused by inclement weather, the employee may be transferred to other work in the employee's trade on site, until the unsafe conditions are rectified. Where alternative work is not available and until the unsafe conditions are rectified, the employee will remain on site. The employee will be paid for this time without reduction of the employee's inclement weather entitlement.

4.8.9 Additional wet weather procedure

- (a) Remaining on site - Where, because of wet weather, the employees are prevented from working:
 - for more than an accumulated total of 4 hours of ordinary time in any one day; or
 - after the meal break, as provided in clause 6.2.1, for more than an accumulated total of 50% of the normal afternoon work time; or
 - during the final 2 hours of the normal work day for more than an accumulated total of one hour, the employer will not be entitled to require the employees to remain on site beyond the expiration of any of the above circumstances:

Provided that where, by agreement between the employer and/or the employer's representative and the employee's representative the persons remain on site beyond the periods specified above, any such additional wet time will be paid for but will not be debited against the employees' hours. Wet time occurring during overtime will not be taken into account for the purpose of clause 4.8.

- (b) Rain at starting time - Where the employees are in the sheds, because they have been rained off, or at starting time, morning tea, or lunch time, and it is raining, they will not be required to go to work in a dry area or to be transferred to another site unless:
 - the rain stops; or
 - a covered walk-way has been provided; or
 - the sheds are under cover and the employees can get to the dry area without going through the rain; or
 - adequate protection is provided. Protection will, where necessary, be provided for the employees' tools. For the purposes of clause 4.8.9, a "dry area" means a work location that has not become saturated by rain or where water would not drip on the employees.

PART 5 - WAGES AND WAGE RELATED MATTERS

5.1 Wages

5.1.1 Except as elsewhere provided in this Award the rates of pay prescribed here are calculated as an hourly rate in accordance with clause 5.1.5.

5.1.2 (a) New Classification Structure

The following amounts shall be applied where appropriate for the purposes of the calculation of the hourly rate under 5.1.5 of this Award.

<i>Classification</i>	<i>Weekly Rate</i>
	\$
Construction Worker Level 8 (CW8)	786.40
Construction Worker Level 7 (CW7)	763.50

Construction Worker Level 6	(CW6)	742.70
Construction Worker Level 5	(CW5)	723.80
Construction Worker Level 4	(CW4)	703.00
Construction Worker Level 3	(CW3)	682.10
Construction Worker Level 2	(CW2)	663.40
Construction Worker Level 1	(CW1(d))	650.00
	CW1(c)	638.40
	CW1(b)	see clause 5.2.3 for relevant percentage of tradesperson
	CW1(a)	(CW3) rate, rounded to nearest 10 cents.

The rates of pay in this Award are intended to include the arbitrated wage adjustment payable under the 1 September 2010 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, Queensland workplace agreements, award amendments to give effect to enterprise agreements and overaward arrangements. Absorption which is contrary to the terms of an agreement is not required.

Increases made under 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.

(b) Translated Classifications

The following hourly rates have been calculated in accordance with 5.1.5 of this Award. These rates include industry allowance, tool allowance, and the respective special allowance.

Old wage group	New wage group	Hourly Rate \$
Refractory Bricklayer (rate includes refractory bricklaying allowance)	CW5	20.22
Carver	CW5	19.54
Special Class Tradesperson	CW5	19.54
Marker or Setter Out	CW4	18.97
Letter Cutter	CW4	18.97
Signwriter	CW4	18.46
Artificial Stoneworker, Carpenter and/or Joiner, Marble and Slate Worker, Stonemason, Plumber	CW3	18.41
Caster, Fixer, Floorlayer Specialist, Plasterer	CW3	18.29
Waterproofer	CW3	18.00
Bricklayer	CW3	18.21
Roof Tiler, Slate Ridger, Roof Fixer	CW3	18.09
Painter, Glazier, Licensed Drainer	CW3	17.90
Labourer (1) - Rigger, Dogger, Drainer, Concrete Pump Operator	CW3	17.74
Labourer (2) - Scaffolder, Powder Monkey, Hoist or Winch Driver, Foundation Shaftworker (as defined), Steel Fixer including Tack Welder,		

Old wage group	New wage group	Hourly Rate \$
Concrete Finisher	CW2	17.23
Refractory Bricklayers Assistant (rate includes refractory bricklaying allowance)	CW1(d)	18.21
Labourer (3) - Bricklayer's Labourer, Plasterer's Labourer, Labourer assisting any other tradesperson, Assistant Rigger, Assistant Powder Monkey (as defined), Demolition Worker (after 3 months experience), Gear Hand, Steel Erector, Aluminium Alloy Structural Erectors (whether Prefabricated or otherwise), Steel or Bar Bender to Pattern or Plan, Underpinner, Jackhammer Operator, Mixer Driver (concrete), Gantry Hand or Crane Hand, Crane Chaser, Cement Gun Operator, Concrete Cutting or Drilling Machine Operator, Concrete Gang including Concrete Floater, Roof Layer (malthoid or similar material), Dump Cart Operator, Concrete Formwork Stripper, Mobile Concrete Pump Hoseman or Line Hand	CW1(d)	16.87
Labourer (4) - Builders Labourer (other than as specified herein)	CW1(c)	16.55

5.1.3 The base rates above will be increased by the appropriate amount of district allowance set out in clause 5.6.15 when employees are employed in the areas defined.

5.1.4 *Special allowance*

A special allowance of \$7.70 per week will be payable to the above employees. This allowance will not apply to Tower crane drivers.

5.1.5 *Calculation of hourly rate*

The calculation of the hourly rate for an employee will take into account a factor of 8 days in respect of the incidence of loss of wages for periods of unemployment between jobs.

For this purpose the hourly rate calculated to the nearest cent (less than half a cent to be disregarded) will be calculated by multiplying the sum of the appropriate weekly rates prescribed in clauses 5.1.2 and 5.1.3, together with the allowance clauses 5.6.24, 5.6.27 and 5.6.38 where appropriate multiplied by 52 divided by 50.4 and adding to that sub-total the amount prescribed in clause 5.1.4 and dividing the total by 38.

Despite clause 5.1.6, a Painter employed on repaint work will be paid 5 cents per hour less than the calculated construction rate for a Painter.

Example of calculation of rate for carpenter as at 1 October 2007:

The construction rate is made up of:

Wage	(5.1.2)	\$622.30
Industry allowance	(5.6.24)	\$23.50
Tool allowance	(5.6.38)	\$24.70
<u>Sub-total</u>		<u>\$670.50</u>
Follow the job loading	(5.1.5)	x 52/50.4

<u>equals</u>		<u>\$691.79</u>
Plus special allowance	(5.1.4)	\$7.70
<u>equals</u>		<u>\$699.49</u>
<u>Divided by 38</u>		<u>\$18.41</u>

5.1.6 *Piecework prohibited*

Piecework of any description will not be worked. Contract work for labour only or substantially for labour only will be considered piecework within the meaning of clause 5.1.6.

5.2 **Wage implementation and classifications**

5.2.1 Guidelines for implementation

- (a) Clause 5.1 of this Award contains a new classification structure consistent with the August 1989 National Wage Case decision [Print H9100]. This new classification structure implements the decisions of the Australian Industrial Relations Commission in Prints K3850, K7300, L2207, L8499, PR912836 and PR921120.
- (b) The new classification structure in clause 5.1 shall be read in conjunction with clause 5.2.

No existing employee's rate of pay shall be reduced as a result of the introduction of the new classification structure.
- (c) Any increase in an employee's rate of pay arising from minimum rates adjustments may be absorbed into existing over award payments (within the meaning of the Commission's Principles).
- (d) Wherever possible, consultative committees comprising equal numbers of employee and employer representatives shall be established. Matters raised for consideration of the consultative committee shall be related to implementation of the new classification structure, the facilitative provisions contained in this Award and matters concerning training.

5.2.2 Definition of key concepts and terms

- (a) Australian qualifications framework or AQF refers to the system of competency based training and certification.
- (b) Fields of work means a defined grouping of logically related skills based on an efficient organisation of work.
- (c) General Construction Stream includes all fields of work principally concerned with the erection of new structures or buildings (including demolition and pre-construction) and fitout and finishing activities relating to newly constructed or existing buildings or structures, and does not extend beyond the scope of this Award.
- (d) Industry 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 industry.
- (e) CTQ means "Construction Training Queensland". *CTQ* shall 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 industry and callings covered by this Award, including but not being limited to -
 - competency standards;
 - curriculum development;
 - training courses;
 - articulation and accreditation requirements both on and off the job;

- on the job training guidelines, and
- assessment and certification arrangements.

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. *CTQ* shall designate those fields of work that constitute the streams contained herein.

(f) New entrant means an employee who has never previously worked within the scope of any of the following Awards:

- National Building and Construction Industry Award 2000;
- Building and Construction Industry (ACT) Award 1991, The [Print K0679 [B0171]];
- Building and Construction Industry (Northern Territory) Award 1996 [Print N6856 [B0035]];
- National Metal and Engineering (On-site) Construction Industry Award 1989 [Print H8482 [N0100]];
- Australian Workers' Union Construction and Maintenance Award 1989 [Print J0179 [A0516]];
- Plumbing Trades (Southern States) Construction Award 1999 [Print R5910 [P0092]];
- Plumbing Industry (New South Wales) Award 1999 [Print R5904 [P0111]];
- Plumbing Industry (Qld and WA) Award 1999 [Print R5911 [P0090]];
- Sprinkler Pipe Fitters' Award 1998; The [Print Q5148 [S0091]];

including any federal Award which was superseded by the making of these Awards, or any state counterpart Award covering the same industries and/or callings as the federal Awards cited. If there is any doubt as to the status of an employee in this regard, the following documentation may be regarded as prima facie evidence that an employee is not a new entrant:

- documentary evidence concerning registration with any of the construction industry portable long service leave schemes;
- documentary evidence concerning contributions into an approved industry superannuation fund (e.g. BUSSQ);
- documentary evidence concerning membership of a Union party to any of the above Awards in the building and construction industry.

(i) The new entrant classification does not apply to persons who were employed in the building and construction industry prior to the introduction of this subclause. Existing employees are subject to the translation arrangements set out in 5.1.

(ii) As the purpose of introducing the new entrant level is not to displace existing employees, but to facilitate the introduction of a career path, an employer shall not purposely "turn over" employees within the new entrant classification as an alternative to engaging employees on an ongoing basis

Provided that nothing contained in this clause shall prevent a party from submitting a dispute about the status of an employee in this regard to the Queensland Industrial Relations Commission.

(g) 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.

(h) Self-directed Work Area Team or WAT means a group of employees who work as a team to plan and execute functions relevant to their employers business. Work Area Teams are generally autonomous of direct managerial supervision and perform their tasks in a way which maximises productivity and the utilisation of skills.

(i) Streams or Skill streams means a broad grouping of skills related to a particular phase or aspect of production and does not extend beyond the scope of this Award.

(j) Supervision: This subclause recognises 2 levels of supervision which are as follows:

(i) General Supervision applies to a person who:

- receives general instructions, usually covering only the broader technical aspects of the work; and

- may be subject to progress checks but such checks are usually confined to ensuring that, in broad terms, satisfactory progress is being made; and
- has their assignments reviewed on completion; and
- although technically competent and well experienced there may be occasions on which the person will receive more detailed instructions.

(ii) Limited Supervision applies to a person who:

- receives only limited instructions normally confined to a clear statement of objectives; and
- has their work usually measured in terms of the achievement of stated objectives; and
- is fully competent and very experienced in a technical sense and requires little guidance in the performance of work.

5.2.3 Classifications

(a) Construction Worker Level 1 (CW1)

	Relativity to tradesperson
CW1 (a): (new entrant as defined in clause 5.2.2(f)): Upon commencement in the industry	85%
CW1 (b): After 3 months in the industry	88%
CW1 (c): After 12 months in the industry	90%
CW1 (d): Upon fulfilling the substantive requirements of Construction Worker 1, as detailed below	92.4%

(i) A Construction Worker Level 1 (CW1) works under general supervision in one or more skill streams contained within this Award. An employee at CW1(d) will:

- have successfully completed, in accordance with RPL principles, a construction skills test equivalent to the required competency standards; or
- have successfully completed a relevant structured training program equivalent to the required competency standards.

(ii) Skills and duties

- An employee at CW1 level performs work to the extent of their skills competence and training. Employees will acquire skills both formal and informal over time and with experience, and will undertake indicative tasks and duties within the scope of skills they possess.
- An employee at this level may be part of a self-directed Work Area Team (WAT), and may be required to perform a range of duties across the 2 main skill streams contained within this Award. An employee at this level:
 - works from instructions and procedures;
 - assists in the provision of on-the-job training to a limited degree;
 - coordinates work in a team environment or works individually under general supervision;
 - is responsible for assuring the quality of their own work;
 - has a qualification in first aid.

(iii) Indicative of the tasks which an employee at this level may perform include the following:

- uses precision measuring instruments;
- basic material handling functions;
- operate small plant and pneumatic machinery;
- inventory and store control;

- operate a range of hand tools and oxy welding equipment;
- has a knowledge of the construction process and understands the sequencing of construction functions;
- is able to provide first aid assistance to other employees.

(iv) The CW1 classification incorporates the following broadbanded Award classifications:

- Builders' Labourer Group 4;
- Bricklayer's Labourer;
- Plasterer's Labourer;
- Labourer assisting any other tradesperson;
- Assistant Rigger;
- Assistant Powder Monkey (as defined);
- Demolition Worker (after 3 months experience);
- Gear Hand;
- Steel Erector;
- Aluminium Alloy Structural Erectors (whether Prefabricated or otherwise);
- Steel or Bar Bender to Pattern or Plan;
- Underpinner;
- Trades Labourer;
- Jackhammer Operator;
- Mixer Driver (concrete);
- Gantry Hand or Crane Hand;
- Crane Chaser;
- Cement Gun Operator;
- Concrete Cutting or Drilling Machine Operator;
- Concrete Gang, including Concrete Floater;
- Roof Layer (Malthoid or similar material);
- Dump Cart Operator;
- Concrete Formwork Stripper;
- Mobile Concrete Pump Line Hand;

(v) An employee at this level may be undergoing training so as to qualify as a Construction Worker Level 1(d) or 2. Where possible, an employee at Levels 1(a), 1(b) and 1(c) shall be provided with access to accredited structured training approved by CTQ.

(b) Construction Worker Level 2 (CW2)

Relativity to tradesperson - 96%

(i) A Construction Worker Level 2 (CW2) works under limited supervision in one or more skill streams contained within this Award. A CW2 will:

- have completed in accordance with RPL principles a Construction Skills Test equivalent to the required competency standards; or
- have completed relevant structured training equivalent to the required competency standards.

(ii) Skills and duties

- An employee at this level performs work to the extent of their skills competence and training. Employees will acquire skills both formal and informal over time and with experience, and will undertake indicative tasks and duties within the scope of skills they possess.
- An employee at this level may be part of a self-directed Work Area Team (WAT) and be may responsible for the supervision of one or more employees working at CW1 level.
- An employee at this level:

- can interpret plans and drawings relevant to their functions;
- assists with the provision of on-the-job training;
- assumes responsibility for allocating tasks within a Work Area Team within the area of the employees skill competence and training;

- has some responsibility for the order and purchase of materials within defined parameters;
- is able to sequence functions relevant to the employee's Work Area Team;
- applies quality control techniques to the employee's own work and other employees within the Work Area Team.

(iii) Indicative of the tasks which an employee at this level may perform include the following:

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

(iv) The CW2 classification incorporates the following broadbanded Award classifications:

- Scaffolder (as defined);
- Powder Monkey;
- Hoist or Winch Driver;
- Foundation Shaftworker (as defined);
- Steelfixer;
- Tack Welder;
- Concrete Finisher.

(v) An employee at this level may be undergoing training so as to qualify as a Construction Worker Level 3.

(c) Construction Worker Level 3 (CW3)
Relativity to tradesperson - 100%

(i) A Construction Worker Level 3 (CW3) works individually or in a team environment in one or more skill streams contained within this Award. A CW3 will:

- have successfully completed a relevant trade apprenticeship or its AQF equivalent; or
- have successfully completed, in accordance with RPL principles, a Construction Skills Test for this level; or
- have successfully completed the required competency standards.

any one of which shall qualify the employee as a Construction Worker Level 3.

(ii) Skills and duties

- An employee at this level performs work to the extent of their skills competence and training. Employees will acquire skills both formal and informal over time and with experience, and will undertake indicative tasks and duties within the scope of skills they possess.
- An employee at this level may be responsible for the supervision of one or more employees working at CW1 or CW2 level.
- An employee at this level:
 - understands and applies quality control techniques;
 - exercises good interpersonal and communication skills;
 - exercises measuring and calculation skills at a higher level than CW2;
 - exercises discretion within the scope of this grade;
 - performs work of a trades or non-trades nature which is incidental or peripheral to the employees main function and facilitates the completion of the whole task;
 - is able to inspect products and/or materials for conformity with established operational standards;
 - assists in the provision of on-the-job training.

(iii) Indicative tasks which an employee may perform at this level include the following:

- allocates functions within a Work Area Team;
- production sequencing and materials handling of a level more advanced than CW2;

- trade skills associated with certificated trades within the scope of this Award;
- has a sound understanding of the construction process.

(iv) The CW3 classification incorporates the following broadbanded Award classifications:

- Rigger,
- Dogger;
- Mobile Concrete Pump Operator;
- Drainer;
- Licensed Drainer;
- Artificial Stoneworkers;
- Bricklayers;
- Carpenter and/or Joiner;
- Caster;
- Fixer;
- Floor Layer Specialist;
- Glazier;
- Marble and Slateworker;
- Painter;
- Plasterer;
- Rooftiler;
- Slate Ridge or Roof Fixer;
- Stonemason;
- Roof Fixer;
- Tilelayer;
- Plumber;

(v) CW3 Classification shall also incorporate the following new classifications:

- Waterproofer.

(vi) An employee at this level may be undergoing training so as to qualify as a Construction Worker Level 4.

(d) Construction Worker Level 4 (CW4)
Relativity to tradesperson - 105%

(i) A Construction Worker Level 4 (CW4) works in one or more skill streams contained within this Award. A CW4 will:

- have successfully completed the relevant structured training in addition to the requirements of CW3;
or
- have successfully completed, in accordance with RPL principles, a Construction Skills Test equivalent to the requirements of this level;

either of which shall qualify the employee as a Construction Worker Level 4.

(ii) Skills and duties

- An employee at this level performs work to the extent of their skills competence and training. Employees will acquire skills both formal and informal over time and with experience, and will undertake indicative tasks and duties within the scope of skills they possess.
- An employee at this level may be part of a self-directed Work Area Team (WAT), and may be required to perform a range of duties across the 2 main construction skill streams contained within this Award.
- An employee at this level:
 - ❑ exercises skills attained through satisfactory completion of the training prescribed for this classification;
 - ❑ exercises discretion within the scope of this grade;
 - ❑ works under limited supervision either individually or in a team environment;

- understands and implements quality control techniques;
- provides guidance and assistance as part of a work team;
- exercises advanced trades and non-trade skills relevant to the specific requirements of the industry or enterprise at a higher level than CW3.

(iii) Indicative tasks which an employee may perform at this level include the following:

- exercises precision trade and non-trade skills using various materials and specialised techniques at a higher level than CW3;
- operates, and maintains plant and machinery;
- is able to plan construction sequencing.

(iv) The CW4 classification incorporates the following broadbanded Award classifications:

- Marker-Setter Out;
- Letter Cutter;
- Signwriter.

(v) An employee at this level may be undergoing training so as to qualify as a Construction Worker Level 5.

(e) Construction Worker Level 5 (CW5)
Relativity to tradesperson - 110%

(i) A Construction Worker Level 5 (CW5) works in one or more skill streams contained within this Award. A CW5 will:

- have successfully completed the relevant structured training in addition to the requirements of CW4; or
- have successfully completed, in accordance with RPL principles, a Skills Test equivalent to the requirements;

either of which shall qualify the employee for a Construction Worker Level 5.

(ii) Skills and duties

- An employee at this level performs work to the extent of their skills competence and training. Employees will acquire skills both formal and informal over time and with experience, and will undertake indicative tasks and duties within the scope of skills they possess.
- An employee at this level may be part of a self-directed Work Area Team (WAT), and may be required to perform a range of duties across the 2 skill streams contained in this Award.
- An employee at this level:
 - exercises skills attained through satisfactory completion of the training prescribed for this classification;
 - exercises discretion within the scope of this grade;
 - provides trades guidance and assistance as part of a work team;
 - assists in the provision of training in conjunction with supervisors and trainers;
 - understand and implements quality control techniques;
 - works under limited supervision either individually or in a team environment.

(iii) Indicative tasks which an employee may perform at this level include the following:

- exercises precision trade and/or operative skills using various materials and specialised techniques at a higher level than CW4;
- operates, and maintains complex plant and machinery;
- is able to plan complex construction sequencing.

(iv) The CW5 classification incorporates the following broadbanded Award classifications:

- Special Class Trades;
- Refractory Bricklayer;

- Carver;
- (v) An employee at this level may be undergoing training so as to qualify as a Construction Worker Level 6.
- (f) Construction Worker Level 6 (CW6)
Relativity to tradesperson - 115%
- (i) A Construction Worker Level 6 (CW6) works in one or more skill streams contained within this Award. A CW6 will:
- have successfully completed the relevant structured training in addition to the requirements of CW5; or
 - have successfully completed, in accordance with RPL principles, a Construction Skills Test equivalent to the requirements of this level;
- either of which shall qualify the employee for a Construction Worker Level 6.
- (ii) Skills and duties
- An employee at this level performs work to the extent of their skills competence and training. Employees will acquire skills both formal and informal over time and with experience, and will undertake indicative tasks and duties within the scope of skills they possess.
 - An employee at this level may be part of a self-directed Work Area Team (WAT), and may be required to perform a range of duties across the skill streams contained within this Award.
 - An employee at this level:
 - exercises skills attained through satisfactory completion of the training prescribed for this classification;
 - exercises discretion within the scope of this grade;
 - provides trades guidance and assistance as part of a work team;
 - provides training in conjunction with supervisors and trainers;
 - works under limited supervision either individually or in a team environment;
- (iii) Indicative tasks which an employee may perform at this level include the following:
- operates plant and equipment at a higher level of skill than CW5;
 - exercises high precision trade and/or operative skills using various materials and specialised techniques at a higher level than CW5;
 - implements quality control techniques;
 - plans complex construction sequencing.
- (iv) An employee at this level may be undergoing training so as to qualify as a Construction Worker Level 7.
- (g) Construction Worker Level 7 (CW7)
Relativity to tradesperson - 120%
- (i) A Construction Worker Level 7 (CW7) works in one or more skill streams contained within this Award. A CW7 will:
- have successfully completed the relevant structured training in addition to the requirements of CW6; or
 - have successfully completed, in accordance with RPL principles, a Construction Skills Test equivalent to the requirements of this level;
- either of which shall qualify the employee for a Construction Worker Level 7.
- (ii) Skills and duties
- An employee at this level performs work to the extent of their skills competence and training. Employees will acquire skills both formal and informal over time and with experience, and will

undertake indicative tasks and duties within the scope of skills they possess.

- An employee at this level may be part of a self-directed Work Area Team (WAT), and may be required to perform a range of duties across the skill streams contained within this Award.
- An employee at this level:
 - exercises skills attained through satisfactory completion of the training prescribed for this classification;
 - exercises discretion within the scope of this grade;
 - provides training in conjunction with supervisors and trainers;
 - understand and applies quality control techniques;
 - prepares complex reports;
 - contributes to the design of work, and the application of labour;
 - assists in the supervision or organisation of Work Area Teams.

(iii) Indicative tasks which an employee may perform at this level include the following:

- works on plant and equipment at a higher level of skill than CW6;
- exercises high precision trade and/or operative skills using various materials and specialised techniques at a higher level than CW6;
- implements quality control techniques;
- plans complex construction sequencing.

(iv) The CW7 classification incorporates the following broadbanded Award classifications:

- Tower Crane Operator;
- Sub Foreperson;

(v) An employee at this level may be undergoing training so as to qualify as a Construction Worker Level 8.

(h) Construction Worker Level 8 (CW8)

Relativity to tradesperson - 125%

(i) A Construction Worker Level 8 (CW8) works in one or more skill streams contained within this Award. A CW8 will:

- have successfully completed the relevant structured training in addition to the requirements of CW7;
- or
- have successfully completed, in accordance with RPL principles, a Construction Skills Test equivalent to the requirements of this level;

either of which shall qualify the employee for a Construction Worker Level 8.

(ii) Skills and duties

- An employee at this level performs work to the extent of their skills competence and training. Employees will acquire skills both formal and informal over time and with experience, and will undertake indicative tasks and duties within the scope of skills they possess.
- An employee at this level may be part of a self-directed Work Area Team (WAT), and may be required to perform a range of duties across the 3 skill streams contained within this Award.
- An employee at this level:
 - exercises skills attained through satisfactory completion of the training prescribed for this classification;
 - exercises discretion within the scope of this grade;
 - designs training programs in conjunction with relevant supervisors and trainers;
 - understand and applies quality control techniques;
 - prepares complex reports;
 - contributes to the design of work and the application of labour.

(iii) Indicative tasks which an employee may perform at this level include the following:

- works on plant and equipment at a higher level of skill than CW7;
- exercises high precision trade and/or operative skills using various materials and specialised techniques at a higher level than CW7;
- implements quality control programs;
- plans complex construction sequencing.

(iv) The CW8 classification incorporates the following broadbanded Award classifications:

- Carpenter-Diver;

5.2.4 Classification disputes

(a) It is recognised that from time to time disputes may arise as to the proper classification of a position or job to be filled by an employee. In the event that a dispute as to the proper classification or reclassification of a position or job does arise the dispute settlement procedure as detailed hereunder shall apply:

- the employee shall submit their grievance to the site or company consultative committee;
- the consultative committee may mediate and/or suggest a mutually agreeable solution to the dispute;
- if the site consultative committee is unable to resolve the dispute, the matter may be referred by the employer or the employee and their Union to the Queensland Industrial Relations Commission;
- The decision of the Queensland Industrial Relations Commission shall be final, pending any legal rights the parties may otherwise have;
- the proceedings of the Queensland Industrial Relations Commission shall be conducted in an informal manner and shall emphasise conciliation. An employee appealing to the Queensland Industrial Relations Commission may be represented by their Union.

(b) In any case, in determining the appropriate classification of a position or job to be filled by an employee, an employer will pay full regard to:

- the nature and skill requirements of the position to be filled;
- the skill level and certification of the employee;
- the experience and qualifications of the employee in:
 - relevant indicative tasks nominated in this subclause; and/or
 - competency standards against which an employee is accredited.
- Any agreed national procedures established for testing the validity of an employees claim for reclassification.

5.2.5 Skill based career structure

(a) Existing employees shall transfer to the new classification structure on the basis of existing Award rates of pay in accordance with the translation in 5.2.7. Upon translation existing employees shall be regarded as satisfying the requirements of the new skill level to which they translate. However, in seeking upward reclassification an employee shall be required to demonstrate that the employee meets the full requirements of the higher skill level in accordance with the criteria outlined in this paragraph.

(b) The 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. It is drafted to achieve the objectives of the 1989 National Wage Case Principles.

(c) Accordingly, each classification level builds upon the previous level so that the value of an employee to the industry and their 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 new industry training framework developed by CTQ reflects this intent.

- (d) Under the new classification structure, an employee's building and construction industry skills are to be formally recognised, industry wide, at all levels from new entrant to Construction Worker Level 8. Employees will move up the classification structure as they acquire additional accredited skills. Payment will be on the basis of the level of skills required to perform the work of a particular position or job offered by an employer.

5.2.6 Training

- (a) In order to facilitate the operation of the classification structure in 5.2.3, an employer shall, in cooperation with the consultative committee develop a training programme consistent with:
- the size, structure and scope of the activities of the employer;
 - the need to develop vocational skills relevant to the enterprise and the building and construction industry generally through courses conducted by accredited educational institutions and providers.
- (b) Where, as a result of consultation in accordance with this clause it is agreed that additional training should be undertaken by the employee, that training may be taken either on or off the job. Provided that if the training is undertaken during normal working hours the employee concerned shall not suffer any loss of pay. The employer shall not unreasonably withhold such paid training leave.
- (c) Any costs associated with standard fees for prescribed course and prescribed textbooks (excluding those textbooks which are contained in the employers technical library) incurred in connection with the undertaking of training pursuant to 5.2.6 (b) shall be reimbursed by the employer upon the production of evidence of such expenditure. Provided that reimbursement shall be subject to the presentation of reports of satisfactory progress.
- (d) Travel costs incurred by an employee undertaking training in accordance with this clause pursuant to 5.2.6 (b) which exceed those normally incurred travelling to and from work shall be reimbursed by the employer.
- (e) Any disputes arising from the operation of this clause shall be subject to the disputes resolution procedure contained in clause 3.1 of this Award.

5.2.7 Translation

- (a) All employees who are not already classified under the new classification structure shall transfer from their current classification to the new classification structure on the basis of their existing Award classification rate in accordance with 5.1 of this Award.
- (b) No employee shall unreasonably refuse to undertake training provided by the employer in paid work time which would enable the employee to fulfil the substantive requirements of the skill level to which they have translated as a result of the introduction of this subclause. In seeking upward reclassification an employee shall be required to demonstrate that the employee meets the full requirements of the higher skill level in accordance with the criteria outlined in this section.

5.2.8 Rates of pay

- (a) This section details the rates of pay applicable under this subclause. Payment is for skills used, and employees performing work in a job at their skills classification in that field of work shall be entitled to the minimum rates of pay contained herein by virtue of
- translation to the new structure as detailed in 5.1; or
 - by having fulfilled the criteria outlined in the skills classification definitions.
- (b) Clause 5.1 shows the rate of pay applicable upon translation.

5.2.9 Hourly rates of pay

For the purposes of this subclause, the hourly rates of pay are as calculated under clause 5.1.5.

5.3 Higher duties

An employee engaged for more than 2 hours during one day on duties carrying a higher rate than the employee's

ordinary classification will be paid the higher rate for such day. If for 2 hours or less during one day the employee will be paid the higher rate for the time so worked.

5.4 Payment of wages

5.4.1 All wages, allowances and other monies must be paid in cash or by cheque, bank cheque, bank or similar transfer or any combination of these, if there is agreement in writing between the employer, the employees and the Union. The consent of the Union must not be unreasonably withheld.

An employee paid by other than cash must be allowed reasonable time as agreed between the employer and the employee, to attend the branch of the employee's bank nearest the workplace to cash such cheques or draw upon accounts during working hours. Failure to reach agreement on reasonable time will be referred to the Commission for determination.

Payments will be paid and available to the employee not later than the cessation of ordinary hours of work on Thursday of each working week.

In any week in which a holiday falls on a Friday wages accrued must be paid on the previous Wednesday and provided further that when a holiday occurs on any Thursday wages accrued may be paid on the following Friday. Nothing will prevent any alternative mutual arrangement between an employer and employee.

The employer will not keep more than 2 days wages in hand.

5.4.2 When notice is given in accordance with clause 4.5 of this Award all monies due to the employee must be paid at the time of termination; where this is not practicable the provisions of clauses 5.4.6 and/or 5.4.7 will apply.

5.4.3 Where, on any pay day, work ceases for the day because of inclement weather an employee must be paid all wages, allowances and other monies due without undue delay.

5.4.4 An employee kept waiting for wages on pay day for more than a quarter of an hour after the usual time of ceasing work will be paid at overtime rates after that quarter-hour with a minimum of a quarter of an hour.

5.4.5 Particulars of details of payment to each employee must be included on the envelope including the payment or in a statement handed to the employee at the time payment is made and will contain the following information:

- Date of payment;
- Period covered by such payment;
- The amount of wages paid for work at ordinary rates;
- The gross amount of wages and allowances paid;
- The amount of each deduction made and the nature thereof;
- The net amount of wages and allowances paid.

In addition, the following details will also be included in the statement when such payments and benefits apply:

- The number of hours paid at overtime rates and the amount paid therefor;
- The amount of allowance or special rates paid and the nature thereof;
- Annual holiday payments;
- Payment due on termination, including payment for annual leave, rostered day off accumulation, and public holidays; and
- The employer and employees building superannuation number.
- The employee's long service leave registration number.

5.4.6 Where an employee gives notice in accordance with clause 4.5 of this Award and monies due are not paid on termination the employer will have 2 working days to send monies due by registered post. If the money is not posted within that time then time spent waiting beyond the 2 working days will be paid for at ordinary rates, such payment to be at the rate of 8 hours pay per day up to a week's pay when the right to waiting time will terminate.

5.4.7 Where an employer gives notice in accordance with clause 4.5 of this Award all monies due will be paid at termination. Where this is not practicable the employer will forward the monies due by registered post within 2 working days of termination and will pay waiting time up to the time of posting at the rate of 8 hours ordinary time per day up to a maximum of one week's pay.

5.5 Right to deduct pay

5.5.1 The employer may deduct payment for any day or part thereof upon which an employee cannot be usefully employed due to any of the following circumstances:

- a strike by or participation in any strike by members of the Union;
- a strike by any members of the Union employed by the employer;
- a strike by or participation in any strike by any other Union, organisation or association or by any branch thereof, by any members thereof who are employed by the employer;
- a stoppage of work (other than for inclement weather within the allowance prescribed by clause 4.8) for any cause, including break-down of machinery or failure or lack of power, for which cause the employer is not responsible.

5.6 Allowances

5.6.1 In addition to the rates prescribed in this Award, the following allowances will be paid to employees (as defined) in this Award. Provided that:

- (a) The allowances prescribed in this Award will be paid irrespective of the times at which work is performed and will not be subject to any premium or penalty conditions.
- (b) Where more than one of the allowances provides payments for disabilities of substantially the same nature then only the highest of such allowances will be payable.

5.6.2 Acid work

An employee required to work on the construction or repairs to acid furnaces, acid stills, acid towers and all other acid resisting brickwork will be paid \$1.541 extra per hour. This additional rate will be regarded as part of the wage rate for all purposes.

5.6.3 Asbestos

Employees required to use materials containing asbestos or to work in close proximity to employees using such materials will be provided with and will use all necessary safeguards as required by the appropriate occupational health authority. Where such safeguards include the mandatory wearing of protective equipment (i.e. combination overalls and breathing equipment or similar apparatus) employees will be paid 71.8c extra per hour whilst so engaged.

5.6.4 Bagging

Employees engaged in bagging brick or concrete structures will be paid 53.45c extra per hour.

5.6.5 Bitumen work

Employees handling hot bitumen or asphalt or dipping materials in creosote, will be paid 71.8c extra per hour.

5.6.6 Brewery cylinders - Painters

A Painter in brewery cylinder or stout tuns will be allowed fifteen minutes break in the fresh air at the end of each hour worked .

Such fifteen minutes will be counted as working time and will be paid for as such.

The rate for working in brewery cylinders or stout tuns will be at the rate of time and one-half. When an employee is working overtime and is required to work in brewery cylinders and stout tuns the employee will, in addition to the overtime rates payable, be paid one-half of the ordinary rate payable as provided by clause 5.1 of this Award.

5.6.7 Bricklayers laying or labourers lifting other than standard bricks

Bricklayers employed laying blocks or labourers employed lifting blocks other than cindicrete blocks (for plugging purposes) will be paid the following additional rates:

	Per hour
Over 5.5kg but under 9kg	58.8c
9kg but under 18kg	104.35c
18kg and over	\$1.5785

An employee will not be required to lift a building block in excess of 20 kg. in weight unless the employee is provided with a mechanical aid or with an assisting employee. Provided that an employee will not be required to manually lift any building block in excess of 20 kg. in weight to a height of more than 1.2 m above the working platform.

Clause 5.6.7 will not apply to employees being paid the extra rate for refractory work.

The employer of Stonemasonry employees will provide mechanical means for the handling, lifting and placing of heavy blocks or pay in lieu thereof the rates and observe the conditions prescribed above.

5.6.8 *Certificate allowance*

A tradesperson who is the holder of a scaffolding certificate or rigging certificate issued by the Division of WorkPlace Health and Safety and is required to act on that certificate whilst engaged on work requiring a certificated person will be paid an additional 58.8c per hour.

5.6.9 *Cleaning down brickwork*

Employees required to clean down bricks using acids or other corrosive substances will be paid 53.45c extra per hour.

5.6.10 *Cold work*

An employee who works in a place where the temperature is lowered by artificial means to less than 0 degrees Celsius will be paid 58.8c extra per hour. Where such work continues for more than 2 hours, the employee will be entitled to 20 minutes rest after every 2 hours work without loss of pay, not including the special rate provided by clause 5.6.10.

5.6.11 *Computing quantities*

Employees who are regularly required to compute or estimate quantities of material in respect to the work performed by other employees will be paid an additional \$4.21 per day or part thereof. This allowance will not apply to an employee classified as a leading hand and receiving the allowance prescribed in clause 5.6.27.

5.6.12 *Confined Space*

An employee required to work in a Confined Space will be paid 71.8c extra per hour or part thereof.

5.6.13 *Cutting tiles*

An employee engaged at cutting tiles by electric saw will be paid 71.8c extra per hour whilst so engaged. A Bricklayer designated to cutting bricks with an electric saw will receive 71.8c extra per hour whilst so engaged.

5.6.14 *Dirty work*

An employee engaged on unusually dirty work will be paid 58.8c extra per hour.

5.6.15 *District allowances*

In addition to the rates of wages set out in this Award for the Southern Division Eastern Districts, the following allowances will be paid to all employees covered by this Award employed in the following Divisions; as defined in clause 1.7

	Per week
	\$
Northern Division, Eastern District	1.10
Northern Division, Western District	2.20
Southern Division, Western District	1.05
Mackay Division	.90

5.6.16 *Dry polishing of tiles*

Employees engaged on dry polishing of tiles (as defined) and where machines are used will be paid 71.8c extra per hour or part thereof whilst so engaged.

5.6.17 *Explosive powered tools*

An Operator of Explosive Powered Tools, as defined in this Award, who is required to use an explosive powered tool, will be paid \$1.38 extra for each day on which the employees uses such a tool.

5.6.18 *First-aid attendant*

(a) An employee who:

- is appointed by the employer to be responsible for carrying out first-aid duties as they may arise; and
- holds a recognised first-aid qualification (as set out below) from the Australian Red Cross Society, St John Ambulance Association or similar body; and
- is required by the employer to hold a qualification at that level; and
- the qualification satisfies the relevant statutory requirement pertaining to the provision of first-aid services at the particular location where the employee is engaged; and
- those duties are in addition to the employee's normal duties, recognising what first-aid duties encompass by definition;

will be paid at the following additional rates to compensate that person for the additional responsibilities, skill obtained, and time spent acquiring the relevant qualifications:

- (i) an employee who holds the minimum qualification recognised under the relevant State or Territory Occupational Health and Safety legislation - \$2.48 per day; or
- (ii) an employee who holds a higher first-aid certificate recognised under the relevant State or Territory Occupational Health and Safety legislation - \$3.90 per day.

(b) In payment of an allowance under clause 5.6.18, a person will be paid only for the level of qualification required by their employer to be held, and there will be no double counting for employees who hold more than one qualification.

(c) An employer will be under no obligation to provide paid training leave or other payment of any kind to employees to acquire or update first-aid qualifications.

5.6.19 *Fumes*

An employee required to work in a place where fumes of sulphur or other acid or other offensive fumes are present will be paid such rates as are agreed upon between the employee and the employer. Where an agreement cannot be reached the matter may referred to the Commission for the fixation of a special rate. Any special rate so fixed will apply from the date the employer is advised of the claim and thereafter will be paid as and when the fume conditions occurs.

5.6.20 *Furnace work*

An employee engaged in the construction or alteration or repairs to boilers, flues, furnaces, retorts, kilns, ovens, ladles and similar refractory work will be paid \$1.541 extra per hour. This additional rate will be regarded as part of the wage rate for all purposes.

5.6.21 *Grindstone*

If a grindstone or wheel is not made available the employer will pay each carpenter or joiner \$4.75 per week in lieu thereof.

5.6.22 *Height work - Painting trades*

An employee working on any structure at a height of more than 9 metres where an adequate fixed support not less than .75 metres wide is not provided, will be paid 53.45c per hour in addition to ordinary rates. Clause 5.6.22 will not apply to an employee working on bosun's chair or swinging stage.

5.6.23 *Hotwork*

An employee who works in a place where the temperature has been raised by artificial means will be paid the following allowance:

- between 46 degrees and 54 degrees Celsius - 58.8c extra per hour or part thereof;
- exceeding 54 degrees Celsius - 71.8c extra per hour or part thereof.

Where such work continues for more than 2 hours, the employee will be entitled to 20 minutes rest after every 2 hours work without loss of pay, not including the special rate provided by clause 5.6.23.

5.6.24 *Industry allowance*

In addition to the rates prescribed in clause 5.1 an employee will be paid an allowance at the rate of \$25.80 per week to compensate for the following disabilities associated with Construction Work (as defined):

- (a) Climatic conditions when working in the open on all types of work;
- (b) The physical disadvantage of having to climb stairs or ladders;
- (c) The disability of dust blowing in the wind, brick dust, and drippings from newly poured concrete;
- (d) Sloppy and muddy conditions associated with the initial stages of the erection of a building;
- (e) The disability of working on all types of scaffolds or ladders other than a swing scaffold, suspended scaffold, or a bosun's chair;
- (f) The lack of the usual amenities associated with factory work (e.g. meal rooms, change rooms, lockers).

5.6.25 *Insulation*

An employee handling charcoal, pumice, granulated cork, silicate of cotton, insulwool, slag wool or other recognised insulating material of a like nature or working in the immediate vicinity so as to be affected by the use will be paid an extra 71.8c per hour or part of.

5.6.26 *Laser user and allowances*

- (a) Clause 5.6.26 will apply when laser equipment is utilised for work within the scope of this Award.
- (b) "Laser" will mean any device excepting a Class 1 device which can be made to produce or amplify electromagnetic radiation in the wavelength range from 100 nanometres to 1 millimetre, primarily by the process of controlled stimulated emission.
- (c) Control -The provisions of Australian Standards AS2211-1981 and AS2397-1980, both as amended from time to time will be observed where laser equipment is in use.
- (d) Laser safety officer allowance - Where an employee has been appointed by the employer to carry out the duties of a Laser safety officer the employee will be paid an allowance of \$2.41 per day or part thereof whilst carrying out such duties. It will be paid as a flat amount without attracting any premium or penalty.
- (e) Union rights - The provisions contained in clause 5.6.26 do not imply that Union respondents to this Award have exclusive rights in performing work with or in connection with laser equipment.

5.6.27 *Leading hand*

A leading hand is an employee who is given by the employer, or the employer's agent, the responsibility of directing and/or supervising the work of one or more other persons. A person specifically appointed to be a leading hand will be paid at the rate of the undermentioned additional amounts above the rates of the highest classification supervised or the employee's own rate, whichever is the highest, in accordance with the number of persons in the employee's charge:

	Per Hour
In charge of not more than 1 person	\$0.4445
2 and not more than 5 persons	\$0.9785
6 and not more than 10 persons	\$1.252
more than 10 persons	\$1.6705

5.6.28 Multi-storey allowance

- (a) Definition - For the purposes of this Award a multi-storey building is a building which will, when complete, consist of 5 or more storey levels. "Complete" means the building is fully functional and all work which was part of the principal contract is complete.

For the purposes of clause 5.6.28, a storey level means structurally completed floor, walls, pillars or columns, and ceilings (not being false ceilings) of a building, and includes basement levels and mezzanine or similar levels (but excluding "half floors" such as toilet blocks or store rooms located between floors).

Any buildings or structures which do not have regular storey levels but which are not classed as towers (e.g. grandstands, aircraft hangers, large stores, etc.) and which exceed 15 metres in height may be covered by clause 5.6.28, or by clause 5.6.39 by agreement. Where no agreement is reached, by determination of the Commission.

A plant room situated on the top of a building will constitute a further storey level if the plant room occupies 25% of the total roof area or an area of 100 square metres whichever is the lesser.

- (b) Eligibility - a multi-storey allowance will be paid to all employees on site engaged in the construction or renovation of a multi-storey building as defined herein, to compensate for the disabilities experienced in, and which are peculiar to the construction of a multi-storey building.

For the purpose of clause 5.6.28, renovation work is work performed on existing multi-storey buildings, (as defined) and such work involves structural alterations which extend to more than 2 storey levels in a building, and at least part of the work to be performed is above the 4th floor storey level in accordance with the scale of payments appropriate for the highest floor level affected by such work.

- (c) Rates - For buildings which commenced on or after 1st September, 1979 - Except as provided for in 5.6.28(d) - Service cores, an allowance in accordance with the following table will be paid to all employees on the building site. The second and subsequent allowance scales will, where applicable, commence to apply to all employees when one of the following components of the building - structural steel, reinforcing steel, boxing or walls, rises above the floor level first designated in each such allowance scale.

"Floor level" means that stage of construction which in the completed building would constitute the walking surface of the particular floor level referred to in the table of payments.

	Extra per hour
From commencement of building to fifteenth floor level	\$0.47
From 16th floor level to 30th floor level	\$0.562
From 31st floor level to 45th floor level	\$0.8745
From 46th floor level to 60th floor level	\$1.1095
From 61st floor level onwards	\$1.396

The allowance payable at the highest point of the building will continue until completion of the building.

- (d) Service cores:

- (i) All employees employed on a service core at more than fifteen metres above the highest point of the main structure will be paid the multi-storey rate appropriate for the main structure plus the allowance in clause 5.6.39 - Towers allowance, calculated from the highest point reached by the main structure to the highest point reached by the service core in any one day period, (i.e. for this purpose the highest point of the main structure will be regarded as though it were the ground in calculating the appropriate Towers allowance).

Employees employed on a service core no higher than fifteen metres above the main structure will be paid in accordance with the Multi-storey allowance prescribed herein.

- (ii) Any section of a service core exceeding fifteen metres above the highest point of the main structure will be disregarded for the purpose of calculating the Multi-storey allowance applicable to the main structure.

5.6.29 Plaster or composition spray

Employees using a plaster or composition spray will be paid 58.8c extra per hour whilst so engaged.

5.6.30 Refractory Bricklayer - Special trades allowance

In addition to the rates prescribed above Refractory Bricklayers (as defined) will be paid a Special trades allowance of \$54.40 per week to compensate for the additional skills and responsibilities required. Such allowance will be regarded as part of the wage rate for all purposes of the Award.

5.6.31 Refractory Bricklayers special allowance

Refractory Bricklayers will be paid for all purposes of the Award an allowance at the rate of \$1.8005 per hour to compensate for the disabilities associated with the work of a Refractory Bricklayer. This allowance is in lieu of all special rates prescribed in clause 5.6 with the exception of clauses 5.6.10 and 5.6.23.

5.6.32 Roof repairs

Employees engaged on repairs to roofs will be paid an additional 71.8c per hour. In lieu of this rate Roof slaters and Tilers will be paid in accordance with the following:

- (a) An employee who works on a roof at a height at over 15 metres measured at the loading point of the tiles at ground level to the eaves, will be paid 53.45c per hour extra.
- (b) An employee who is required to work on a roof at a height over 15 metres measured at the loading point of the tiles at ground level to the eaves and the pitch of which is over 35 degrees or over 40 degrees, in lieu of being paid 52.5c per hour extra as provided above will be paid the sum of 71.8c and 104.35c respectively.

Clause 5.6.32 will not apply in addition to the towers allowance prescribed in clause 5.6.39. This allowance will not be payable cumulative on the allowance prescribed in clause 5.6.37 for swing scaffolds.

5.6.33 Scaffolding

Builders' Labourers, working as Scaffolders and holding an unrestricted certificate of competency will receive an extra \$1.65 per day.

5.6.34 Second hand timber

Where, whilst working with second hand timber, an employee's tools are damaged by nails, dumps or other foreign matter on the timber the employee will be entitled to an allowance of \$2.29 per day on each day which the employee's tools are damaged. No allowance will be payable under clause 5.6.34 unless it is reported immediately to the employer's representative on the job so that the representative can prove the claim.

5.6.35 Slushing

Employees engaged at "slushing" will be paid 58.8c extra per hour whilst so engaged.

5.6.36 Spray application - Painters

An employee engaged on all spray applications carried out in other than a properly constructed booth, approved by the Division of Workplace Health and Safety, will be paid 58.8c extra per hour.

5.6.37 Swing scaffold

An employee required to work from any type of swing scaffold or any scaffold suspended by rope or cable, bosun's chair or a suspended scaffold requiring the use of steel or iron hooks or angle irons will be paid the appropriate allowance set out below corresponding to the story level at which the anchors or bracing, from which the stage is suspended, has been erected. The allowance will be paid for a minimum of 4 hours' work or part thereof until Construction Work (as defined) has been completed.

Height of bracing	First 4 hours \$	Each additional hour \$
0 - 15 Storeys	4.21	0.8745
16 - 30 Storeys	5.44	1.1225
31 - 45 Storeys	6.42	1.3055
46 - 60 Storeys	10.52	2.1015
Greater than 60 Storeys	13.42	2.7675

An apprentice with less than 2 years' experience must not use a swing scaffold or bonsun's chair. Solid Plasterers when working off a swing scaffold will receive an additional 14.35 cents per hour.

- (a) Payments contained in clause 5.6.37 are in recognition of the disabilities associated with the use of swing scaffolds, including the harnesses.
- (b) For the purposes of clause 5.6.37:
- (i) "Completed" means the building is fully functional and all work which was part of the principal contract is complete.
- (ii) "Storeys", will be given the same meaning as a story level in clause 5.6.28 (a).

5.6.38 Tool allowance

A tool allowance in respect of the supply of tools by employees will be paid for all purposes of the Award in accordance with the following table:

Classification	Tool allowance
	Per week
	\$
Artificial stoneworker, Carpenter and/or Joiner, Carver, Letter cutter, Marble and Slate Worker, Marker or Setter Out, Plumber, Special Class Tradesperson Stonemason	24.70
Caster, Fixer, Floor layer specialist, Plasterer, Tiler	20.40
Bricklayer	17.50
Roof Tiler, Slate Ridger, or Roof Fixer	12.90
Waterproofer	9.60
Painter, Glazier, Licensed Drainer (as defined), Signwriter	5.90

5.6.39 Towers allowance

An employee working on a chimney stack, spire, tower, radio or television mast or tower, air shaft, cooling tower, water tower or silo, where the construction exceeds fifteen metres in height will be paid for all work above fifteen metres. An additional 58.8c per hour with 58.8c per hour additional for work above each further fifteen metres. Any similarly constructed building not covered by clause 5.6.28 which exceeds 15 metres in height may be covered by clause 5.6.39 or by clause 5.6.28 by agreement or where no agreement is reached by determination of the Commission.

5.6.40 Toxic substances

- (a) An employee required to use toxic substances must be informed by the employer of the health hazards involved and instructed in the correct and necessary safeguards which must be observed in the use of such materials;
- (b) Employees using such materials will be provided with and will use all safeguards as are required by the *Workplace Health and Safety Act 1995*, or in the absence of such requirement such safeguards as are defined by a competent authority or person chosen by the Union and the employer;
- (c) Employees using toxic substances or materials of a like nature will be paid 71.8c extra per hour. Employees working in close proximity to employees so engaged will be paid 58.8c extra per hour;
- (d) For the purpose of clause 5.6.40 toxic substances will include epoxy based materials and all materials which include or require the addition of a catalyst hardener; reactive additives or 2 pack catalyst system will be deemed to be materials of a like nature.

5.6.41 Underground allowance

Where an employee is required to work underground for more than 4 days or shifts in any ordinary week the employee will be paid an all purpose allowance of \$12.46 per week in addition to the allowance prescribed in clause 5.6.24 and any other amount prescribed for such employee elsewhere in this Award.

An employee required to work underground for 4 days, shifts or less in any ordinary week will be paid an amount of \$2.51 a day or shift in lieu of the amount prescribed above.

Where a shaft is to be sunk to a depth greater than 6 metres the payment of the underground allowance will commence from the surface.

This allowance will not be payable to employees engaged upon "pot and drive" work at a depth of 3.5 metres or less.

5.6.42 *Wet concrete or compo*

Labourers mixing wet concrete or compo, labourers employed mixing or depositing wet concrete, or any labourer employed mixing compo for Bricklayers or Plasterers will be paid 53c per day in addition to the rates above prescribed.

5.6.43 *Wet work*

Employees working in any place where water is continually dripping on the employee so that clothing and boots become wet, or where there is water underfoot, will be paid 58.8c extra per hour whilst so engaged.

5.7 **Superannuation**

5.7.1 *Application*

In addition to the rates of pay prescribed by this Award, eligible employees, as defined here, will be entitled to occupational superannuation benefits, subject to clause 5.7.

5.7.2 *Contributions*

- (a) Amount - As from 1 January 2005 every employer shall contribute on behalf of each eligible employee an amount calculated at 9% of the employee's ordinary time earnings, into an approved fund, as defined in this clause. Each such payment of contributions shall be rounded off to the nearest ten (10) cents:

Provided that where an employee is absent and is receiving by way of workers' compensation an amount of money no less than the award rate of pay the contribution shall be calculated at 3%.

- (b) Regular payment - The employer will pay such contributions to the credit of each such employee at least once each calendar month or in accordance with the requirements of the Approved Fund Trust Deed.
- (c) Minimum level of earnings - As from 1 January 2005 no employer shall be required to pay superannuation contributions on behalf of any eligible employee in respect of any month during which the employee's ordinary time earnings, as defined, is less than \$450.00.
- (d) Absences from work - Contributions shall continue to be paid on behalf of an eligible employee during any absence on paid leave such as annual leave, long service leave, public holidays, sick leave and bereavement leave, but no employer shall be required to pay superannuation contributions on behalf of any eligible employee during any unpaid absences except in the case of absence on workers' compensation.
- (e) Other contributions - Nothing in clause 5.7 precludes an employee from making contributions to a fund in accordance with the provisions thereof.
- (f) Cessation of contributions - An employer will not be required to make any further contributions on behalf of an eligible employee for any period after the end of the ordinary working day upon which the contract of employment ceases to exist.
- (g) No other deductions - No additional amounts will be paid by the employer for the establishment, administration, management or any other charges in connection with the fund other than the remission of contributions as prescribed here.

5.7.3 *Definitions*

- (a) "Approved fund" means a fund approved for the purposes of this Award by the Commission as one to which occupational superannuation contributions may be made by an employer on behalf of an employee, as

required by this Award.

- (b) "Eligible employee" means any employee who has been employed by the employer during 4 consecutive weeks and who has worked a minimum of 40 hours during that period. After completion of the above qualifying period, superannuation contributions will then be made in accordance with clause 5.7.2 effective from the commencement of that qualifying period.
- (c) "Fund" means a superannuation fund satisfying the Commonwealth legislation for occupational superannuation funds and satisfying the superannuation fund conditions in relation to a year of income, as specified in the relevant Act and complying with the operating standards as prescribed by Regulations made under the relevant Act. In the case of a newly established fund, the term shall include a superannuation fund that has received a notice of preliminary listing from the Insurance and Superannuation Commissioner..
- (d) "Ordinary time earnings" (which for the purposes of the *Superannuation Guarantee (Administration) Act 1992* will operate to provide a notional earnings base) means the actual ordinary rate of pay the employee receives for ordinary hours of work including tool allowance, industry allowance, trade allowance, shift loading, special rates, qualification allowances (e.g. first aid, laser safety officer), multi-storey allowance, district/location allowance, piecework rates, underground allowance, Award site allowances, asbestos eradication allowance, leading hand allowances, in charge of plant allowance and supervisory allowances, together with those fares and travel allowances (as contained in clauses 8.1(a), 8.1(b), 8.1(c), 8.1(f)(ii) and 8.1(g)) paid for days where ordinary time is worked, where applicable. The term includes any regular overaward pay as well as casual rates received for ordinary hours of work. All other allowances and payments are excluded. [Note: for the purposes of this subclause "ordinary hours of work" includes ordinary hours of shift work where applicable].
- (e) "Approved funds" - For the purposes of this Award an approved fund will be:
- (i) B.U.S. (Qld)
 - (ii) Sunsuper
 - (iii) Q.U.E.S.T.
 - (iv) Allied Union Superannuation Trust of Queensland (AUST)
 - (v) Superannuation Trust of Australia (STA)
 - (vi) Any named fund as is agreed to between the relevant employer/Union parties to this Award and recorded in an approved Industrial Agreement.
 - (vii) In the case of a minority group of employees of a particular employer, any industry, multi-industry or other fund which has been approved in an Award or an agreement approved by an Industrial Tribunal whether State or Federal jurisdiction which has already had practical application to the majority of Award employees of that employer.
 - (viii) In relation to any particular employer, any other established fund, which is approved under the *Occupational Superannuation Standards Act 1987* or as amended, to which that employer was already making regular and genuine contributions in accordance with clause 5.7.2 on behalf of at least a significant number of that employer's employees covered by this Award as at 17th May 1989 and continues to make such contributions.
- The making of a deposit, an initial or other contributions subsequent to 17th May 1989, but on a retrospective basis, in respect of any period up to and including 17th May 1989, will not under any circumstances bring a fund within the meaning of this provision. The mere signing and submission of any nomination for membership documents to trustees of a fund prior to 17th May 1989 does not bring a Fund within the meaning of this provision.
- In the event of any dispute over whether any fund complies with the requirements of clause 5.7, the onus of proof will rest upon the employer.
- (ix) As to employees who belong to the religious fellowship known as the Brethren, who hold a Certificate issued pursuant to section 115 of the Act and are employed by an employer who also belongs to that fellowship any fund nominated by the employer and approved by the Brethren.
 - (x) Any fund agreed between an employer and an employee who holds a Certificate issued pursuant to

section 115 of the Act where membership of a fund cited in an Award would be in conflict with the conscientious beliefs of that employee in terms of section 115.

- (xi) The employer and employee may agree to have the employee's superannuation contributions made to an approved superannuation fund, other than those specified in this Award.
 - (A) Any such agreement must be recorded in writing and signed by the employer and employee and kept on the employee's file.
 - (B) A person must not coerce someone else to make an agreement.
 - (C) Such agreement, where made, will continue until such time as the employer and employee agree otherwise, and will be made available to relevant persons for the purposes of sections 371 and 373 (time and wage records) of the Act.
 - (D) Any dispute arising out of this process will be handled in accordance with the grievance and dispute settling procedure as contained in clause 3.1.

5.7.4 *Challenge of a fund*

- (a) An eligible employee being a member or a potential member of a fund, as well as Union, may by notification of a dispute to the Commission challenge a fund on the grounds that it does not meet the requirements of clause 5.7.3(e).
- (b) Notwithstanding that the Commission determines that a particular fund does not meet the requirements of clause 5.7.3(e), the Commission may in its discretion and subject to any recommendation, direction or order it may make, recognise any or all of the contributions previously made to that fund as having met the requirements or part thereof of clause 5.7.2 up to and including the date of that determination.
- (c) In the event of any dispute over whether any fund complies with the requirements of the clause, the onus of proof will rest upon the employer.

5.7.5 *Fund selection*

- (a) No employer will be required to make or be prevented from making, at any one time, contributions into more than one approved fund. Such fund, other than a fund referred to in clauses 5.7.3(e)(vi) and (vii), will be determined by a majority decision of employees.
- (b) Employees who are members of an established fund covered by clause 5.7.3(e)(vii) shall have the right by majority decision to choose to have the contributions specified in clause 5.7.2 paid into a fund as provided for elsewhere in clause 5.7.3(e) in lieu of the established fund to which clause 5.7.3(e)(vii) has application.
- (c) The initial selection of a fund recognised in clause 5.7.3(e) shall not preclude a subsequent decision by the majority of employees in favour of another fund recognised under that clause where the long term performance of the fund is clearly disappointing.
- (d) Where clause 5.7.5 has been utilised and as a result another approved fund is determined, access to a further re-appraisal of the fund for the purpose of favouring yet another fund shall not be available until a period of 3 years has elapsed after that utilisation.

The provisions of clause 5.7.5 do not preclude the making at any time of an Industrial Agreement within the terms of clause 5.7.3(e)(vii).

5.7.6 *Enrolment*

- (a) Each employer to whom clause 5.7 applies will as soon as practicable as to both current and future eligible employees:
 - (i) Notify each employee of their entitlement to occupational superannuation;
 - (ii) Consult as may be necessary to facilitate the selection by employees of an appropriate fund within the meaning of clause 5.7.3(e);
 - (iii) Take all reasonable steps to ensure that upon the determination of an appropriate fund each eligible employee, receives, completes, signs and returns the necessary application form/s provided by the

employer to enable that employee to become a member of the fund; and

- (iv) Submit all completed application form/s and any other relevant material to the trustees of the fund.
- (b) Each employee upon becoming eligible to become a member of a fund determined in accordance with clause 5.7 will:
- (i) complete and sign the necessary application forms to enable that employee to become a member of that fund; and
 - (ii) return such form/s to the employer within 28 days of receipt of the application form/s in order to be entitled to the benefit of the contributions prescribed in clause 5.7.2.
- (c) Where an employer has complied with the requirements of clause 5.7.6(a) and an eligible employee fails to complete, sign and return the application form/s within 28 days of the receipt of that form/s, then that employer shall:
- (i) Advise an eligible employee in writing of the non-receipt of the application form/s and further advise the eligible employee that continuing failure to complete, sign and return such form/s within 14 days could jeopardise the employee's entitlement to the occupational superannuation benefit prescribed by clause 5.7.
 - (ii) In the event that an eligible employee fails to complete, sign and return such application form/s within the specified period of 14 days the employer will be under no obligation to make any occupational superannuation contributions in respect of such eligible employee excepting as from any subsequent date from which completed and signed application form/s is received by the employer.
 - (iii) In the event that an eligible employee fails to return a completed and signed application form/s within a period of 6 months from the date of the original request by the employer, again advise that eligible employee in writing of the entitlement and that the receipt by the employer of a completed and signed application form/s is a prerequisite to the payment of any occupational superannuation contributions.
 - (iv) At the same time as advising the eligible employee pursuant to clause 5.7.6(c)(iii) submit both to the Chief Industrial Inspector, Brisbane and to the Union a copy of each letter forwarded by the employer to the eligible employee pursuant to clauses 5.7.6(c)(i) and 5.7.6(c)(iii).
- (d) Where an employer fails to provide an eligible employee with an application form/s in accordance with clause 5.7.6(a)(ii) the employer shall be obliged to make contributions as from the date the employee became an eligible employee provided that the eligible employee completes, signs and returns to the employer an application form/s within 28 days of being provided with the application form by the employer. Where an eligible employee fails to complete, sign and return an application form/s within such period of 28 days the clauses 5.7.6(c) shall apply.

5.7.7 *Unpaid contributions*

Subject to Chapter 11, Part 2, Division 5 of the Act and to clause 5.7.4, where the discretion of the Commission has been exercised, should it be established that the employer has failed to comply with the requirements of clause 5.7.2 in respect of any eligible employee such employer shall be liable to make the appropriate contributions retrospectively to the date of eligibility of the employee, plus an amount equivalent to the rate of return those contributions would have attracted in the relevant approved fund, or as necessary a fund to be determined by the Commission under clause 5.7.3(e), had they been paid on the due dates.

The making of such contributions satisfies the requirements of clause 5.7.3 excepting that resort to clause 5.7.6.7 shall not limit any common law action which may be available in relation to death, disablement or any similar cover existing within the terms of a relevant fund.

5.7.8 *Exemptions*

- (a) Clause 5.7 will not apply to Crown employees where the Government Officers Superannuation Scheme (Gosuper) is mandatory for eligible employees of the Crown and other instrumentalities in accordance with the *Superannuation (Government and other Employees) Act 1988*.
- (b) Clause 5.7 will not apply to those members of the Sugar Manufacturers of Australia Retirement Trust (S.M.A.R.T.).

- (c) Local Government - Town City, Community and Shire councils and Joint Local Authorities who are members of the Local Government Association of Queensland Inc., will be exempted from the superannuation requirements contained within clause 5.7.
- (d) An employer may apply to the Commission for exemption from all or any of the provisions of clause 5.7 in the following circumstances:
 - (i) Incapacity to pay the costs associated with its implementations, or
 - (ii) Any special or compelling circumstances peculiar to the business of the employer.

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

6.1 Hours of work

6.1.1 Except as provided elsewhere in this Award, the ordinary working hours will be 38 per week, worked between 6.00 a.m. and 6.00 p.m. in accordance with the following procedure:

- (a) Hours of work and rostered days off - commencing on 4 August, 1987 the ordinary working hours will be worked in a 20 day cycle, Monday to Friday inclusive, with 8 hours worked for each of 19 days and with 0.4 of an hour on each of those days accruing toward the twentieth day, which will be taken as a paid day off. The 20th day of that cycle will be known as the rostered day off and will be taken as outlined in clauses 6.1.1(a)(i) - 6.1.1(a)(iv). Payment on such a rostered day off will include accrued entitlements to the allowances prescribed in clause 8.1.1(a), 8.1.1(b) and 8.1.1(c) of this Award.
 - (i) A rostered day off will be taken as follows:
 - (A) On the 4th Monday in each 4 week cycle. Where it falls on a public holiday, the next working day will be taken in lieu, unless it is agreed in writing between the employer and the employee (or the Employer Associations and State Labour Council) that another alternate day in the current or next 4 week cycle is to be the RDO, or is to coincide with a public holiday.
 - (B) Where by agreement in writing between an employer and employee(s) an alternate day is substituted for the 4th Monday all provisions of the relevant Award will apply as if such day was the prescribed 4th Monday.
 - (C) Before October each year the parties at State level will meet to programme the RDOs for the following year ensuring that they coincide with the public holidays to the greatest extent practicable.
 - (ii) Where such agreement is reached the following procedures will apply:
 - (A) The employer will, within 24 hours from when the employer reaches agreement with the employee(s) notify by letter or telegram, the Unions registered to represent all the occupations working on site (and who have reached agreement with the employer) of the decision to vary the rostered day off.
 - (B) The employer will also inform any registered organisation of employers to which they belong (and which is respondent to this Award) of this agreement.
 - (C) A period of 5 ordinary working days will be allowed to pass from the day on which the employer informs the Unions, before the agreement is implemented.
 - (D) The agreement will be put into effect after passage of the 5 days' period of notice unless a party to the Award with membership involved in the agreement refers the matter to the Commission. In this case the agreement will not be implemented until a decision is made by the committee or a further period of 5 ordinary working days has passed, whichever is the shorter.
 - (iii) Any agreement made regarding the substituted day, will be made at least 7 days prior to the date of the rostered day off.
 - (iv) 13 rostered days are taken off by an employee for every 12 months continuous service.
 - (v) Each day of paid leave taken and any holiday as prescribed in clause 7.6 (Public holidays), of the Award occurring during any cycle of 4 weeks will be regarded as a day worked for accrual purposes.
 - (vi) An employee who has not worked, or is not regarded by reason of clause 6.1.1 (a) (v) as having worked

a complete 19 day 4 week cycle, will receive *pro rata* accrued entitlements for each day worked or regarded as having been worked in such cycle, payable for the rostered day off or, on termination of employment.

(vii) Except where agreement has been reached in accordance with clause 6.1.1(a)(i) and 6.1.1(a)(ii) the prescribed RDO or any substituted day may be worked in any of the following circumstances:

- where it is required by the employer and such work is necessary to allow other employees to be employed productively;
- to carry out out-of-hours maintenance;
- due to unforeseen delays to a particular project or a section of it;
- for other reasons arising from unforeseen or emergency circumstances in a project.

In any of the above circumstances, in addition to accrued entitlements, the employee will be paid Penalty Rates and provisions as prescribed for Saturday work in clause 6.5 (Weekend work) of this Award.

(b) Early start - Provided that by agreement between the employer, the employees and the appropriate Union the working day beginning at 5.00 a.m. or at any other time between that hour and 8.00 a.m. and the working time will then begin to run from the time so fixed, with a consequential adjustment to the meal cessation period.

6.2 Meal breaks, rest periods and crib time

6.2.1 Meal break

Each day employees are entitled to stop work for 30 minutes between 12 p.m. and 1 p.m., for the purpose of a meal break.

6.2.2 Variation of meal breaks

If due to the location of a project, the majority of on-site employees request, and agreement is reached, the period of the meal break can be extended to not more than 45 minutes. If such an agreement is reached, employees will be required to work the same number of minutes that the meal break was extended by after the usual work finishing time. Clause 6.2.2 is subject to the following procedure:

- (a) The employer must, within 24 hours from when the employer reached agreement with the employees, notify by letter or telegram the Unions registered to represent all the occupations working on the site (and who have reached agreement with the employer) of the site decision to vary the meal break.
- (b) The employer must also inform any registered organisation of employers to which they belong (and which is respondent to this Award) of this agreement.
- (c) A period of 5 ordinary working days will be allowed to pass from the day on which the employer informs the Unions, before the agreement is implemented.
- (d) The agreement will be put into effect after passage of the 5 days' period of notice unless a party to the Award with membership involved in the agreement refers the matter to the Commission. In such event the agreement will not be implemented until a decision is made by the Commission or a further period of 5 ordinary working days has passed, whichever is the shorter.

6.2.3 Each employee covered by this Award will be entitled to a rest pause of 10 minutes' duration in the employer's time in the first and second half of the day. Rest pauses will be taken at times that will not interfere with continuity is necessary.

6.2.4 When an employee is required to work overtime after the usual ceasing time for the day or shift for 2 hours or more, the employee will be allowed to take, without deduction of pay, a crib time of 20 minutes in duration immediately after such ceasing time. Thereafter, after each 4 hours of continuous work, the employee will be allowed to take also, without deduction of pay, a crib time of 30 minutes in duration. In the event of an employee remaining at work after the usual ceasing time without taking the crib time of 20 minutes and continuing at work for a period of 2 hours or more, the employee will be regarded as having worked 20 minutes more than the time worked and be paid accordingly.

6.2.5 Where shift work comprises 3 continuous and consecutive shifts of 8 hours each per day (inclusive of time worked for accrual purposes as prescribed in clause 6.4.4), a crib time of 20 minutes in duration will be allowed without deduction of pay in each shift. Such crib time being in lieu of any other rest period or cessation of work elsewhere prescribed by this Award.

6.2.6 Clauses 6.2.1 and 6.2.2 will not be applicable to the case of an employee who is allowed the rest periods prescribed by clauses 5.6.10 and 5.6.23.

6.3 Overtime and special time

6.3.1 All time worked beyond the ordinary time of work as prescribed in clause 6.1 (Hours of work) of this Award will be paid for at the rate of one and a-half times ordinary rates for the first 2 hours and at Double Time thereafter.

6.3.2 An employee recalled to work overtime after leaving the employer's business premises (whether notified before or after leaving the premises) will be paid for a minimum of 3 hours' work at the appropriate rates for each time the employee is recalled. In the case of unforeseen circumstances arising, the employee will not be required to work the full 3 hours if the job the employee was recalled to perform is completed within a short period.

Clause 6.3.2 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 employees ordinary working hours, or where the overtime is continuous (subject to a reasonable meal break) with the completion or commencement of ordinary working time.

6.3.3 If an employer requires an employee to work during their meal break the employee will be paid at the rate of Double Time for the period worked between the usual time of the meal break and the beginning of the actual meal break taken. If the meal break is shortened at the request of the employee to the minimum of 30 minutes or to any other extent (not being less than 30 minutes) the employer will not be required to pay more than the ordinary rates of pay for the time worked as a result of such shortening, but such time will form part of the ordinary working time of the day.

6.3.4 When an employee, after having worked overtime and/or a shift for which the employee has not been regularly rostered, finishes work at a time when reasonable means of transport are not available the employer will provide the employee with conveyance to the employee's home or the nearest public transport.

6.3.5 Fatigue break

(a) An employee who works so much overtime:

- (i) Between the termination of the employee's ordinary work day or shift, and the commencement of the employee's ordinary work in the next day or shift that the employee has not had at least 10 consecutive hours off duty between these times;
- (ii) Or on Saturdays, Sundays and holidays, not being ordinary working days or on a rostered day off, without having had 10 consecutive hours off duty in the 24 hours preceding the ordinary commencing time on the employee's next ordinary day or shift, will, subject to clause 6.3.5 be released after completion of such overtime until the employee has had 10 hours off duty without loss of pay for ordinary working time occurring during such absence;
- (iii) An employee who has worked continuously (except for meal and crib times allowed by this Award) for 20 hours will not be required to continue or recommence work for at least 12 hours.

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

(c) Clause 6.3.5 will apply in the case of shift workers as if 8 hours were substituted for 10 hours when overtime is worked;

- (i) For the purpose of changing shift rosters; or
- (ii) Where a shift worker does not report for duty and a day worker or a shift worker is required to replace such shift worker; or
- (iii) Where a shift is worked by arrangement between the employees themselves.

6.3.6 An employer may require any employee to work reasonable overtime.

6.4 Shift work

6.4.1 Where it is necessary that work is performed in shifts the following conditions will apply:

(a) For the purposes of clause 6.4:

- "Afternoon shift" means a shift finishing at or after 9 p.m. and at or before 11 p.m.
- "Night shift" means a shift finishing at or after 11 p.m. and at or before 7 a.m.
- "Early morning shift" means a shift finishing after 12.30 p.m. and at or before 2 p.m.
- "Early afternoon shift" means a shift finishing after 7.30 p.m. and at or before 9 p.m.

6.4.2 Other than work on Saturday, Sunday or holiday, the rate of pay for afternoon or night shift will be time and a-half and the rate for early morning and early afternoon shift will be time and a-quarter provided that the employee is employed continuously for 5 shifts Monday to Friday in any week. The observance of a holiday in any week will not be regarded as a break in continuity for the purpose of clause 6.4.

6.4.3 An employee who is employed for less than 5 consecutive shifts Monday to Friday will be paid for each day the employee works on any of the shifts referred to in clause 6.4.1 above at the rate of time and a-half for the first 2 hours and Double Time thereafter. However when a job finishes after proceeding on shift work for more than one week, or the employee terminates their service during the week, the employee will be paid at the rate specified in clause 6.4.2 for the time actually worked;

6.4.4 The ordinary hours of both afternoon and night shift will be 8 hours daily inclusive of meal breaks. Where shift work comprises 3 continuous and consecutive shifts of 8 hours each per day, a crib time of 20 minutes in duration will be allowed without deduction of pay in each shift, such crib time being in lieu of any other rest period or cessation of work elsewhere prescribed by this Award.

Employees on shift work will accrue 0.4 of one hour for each 8 hour shift worked to allow one complete shift to be taken off as a paid shift for every 20 shift cycle. This twentieth shift will be paid for at the appropriate shift rate as prescribed by clause 6.4 and the appropriate allowance under clauses 8.1.1(a), 8.1.1(b) and 8.1.1(c).

Paid leave taken during any cycle of 4 weeks and public holidays as prescribed by clauses 7.1 and 7.6.2 will be regarded as shifts worked for accrual purposes.

Except as provided above, employees not working a complete 4 week cycle will be paid accrued *pro rata* entitlements for each shift worked on the programmed shift of or, in the case of termination of employment, on termination.

The employer and employees will agree in writing upon arrangements for rostered paid days off during the 20 day cycle or for accumulation of accrued days to be taken at or before the end of the particular contract provided that such accumulation will be limited to no more than 5 such accrued days, and when taken the days will be regarded as days worked for accrual purposes in the particular 20 shift cycle.

Once such days have been rostered they will be taken as paid days off provided that where an employer, for emergency reasons required an employee to work on the employee's rostered day off, the employee will be paid, in addition to the employees accrued entitlements, the Penalty Rates prescribed in clause 6.4.9.

6.4.5 For the purpose of clause 6.4 an employee will not be required to work for more than 5 hours without a meal break;

6.4.6 An employee will be given at least 48 hours' notice of a requirement to work shift work.

6.4.7 The hours for shift workers when fixed, will not be altered except for breakdowns or other causes beyond the control of the employer. Notice of such alteration will be given to the employee not later than ceasing time of the previous shift.

6.4.8 For all work performed on a Saturday, Sunday or public holiday, clauses 6.3 and 7.6 will be applicable in lieu of the rates prescribed in clause 6.4.

6.4.9 Work in excess of shift hours, Monday to Friday, other than holidays, will be paid for at Double Time. These rates will be based on ordinary rates.

6.4.10 Shift work hours will be worked between Monday to Friday inclusive provided that an ordinary night shift commencing before, and extending beyond midnight Friday, will be regarded as a Friday shift.

6.5 Weekend work

6.5.1 Overtime work on Saturday will be paid for at the rate of time and a-half for the first 2 hours and Double Time thereafter. All overtime worked after 12 noon on Saturday will be paid for at the rate of Double Time.

An employee required to work on the Saturday following Good Friday will be paid at least 4 hours' work, at the rate of Double Time and a-half.

6.5.2 All time worked on Sundays will be paid for at the rate of Double Time.

6.5.3 An employee required to work overtime on a Saturday or Sunday will be paid at least 3 hours' work on a Saturday and 4 hours' work on a Sunday

6.5.4 An employee working overtime on Saturday or Sunday, will be allowed, without deduction of pay, a rest period of 10 minutes between 9.00 a.m. and 11.00 a.m.

6.5.5 An employee working overtime on a Saturday or Sunday, shall be allowed a paid crib time of 20 minutes after 4 hours work, to be paid for at the ordinary rate of pay but clause 6.5.5 shall not prevent any arrangements being made for the taking of a 30 minute meal break, the time in addition to the paid 20 minutes being without pay.

In the event of an employee being required to work in excess of a further 4 hours, the employee will be allowed to take a paid crib time of 30 minutes which will be paid at the ordinary rate of pay.

6.6 Meal allowance

An employee required to work for at least one and a-half hours after working ordinary hours inclusive of time worked for accrual purposes as prescribed in clause 6.1.1(a) or 6.4.4 and 6.4.5 will be paid by the employer an amount of \$11.30 to meet the cost of a meal. Clause 6.6 will not apply to an employee who is provided with reasonable board and lodging or who is receiving a distant job allowance in lieu of as provided for in clause 8.3.3 (b) and is provided with a suitable meal.

6.7 Presenting for work but not required

If a new employees is engaged and presents for work, but is not required than they will be entitled to at least 8 hours work or payment at ordinary rates, plus the appropriate allowance prescribed by clause 8.1 (Fares and travel) of this Award.

Clause 6.7 will not apply if the services of an employee are not required by reason of inclement weather in which case clause 4.8 (Inclement weather) will apply.

PART 7 - LEAVE OF ABSENCE AND PUBLIC HOLIDAYS

7.1 Annual leave

7.1.1 Every employee (other than a casual employee) shall at the end of each year of their 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; and

(b) not less than 4 weeks in any other case.

7.1.2 Such annual leave is exclusive of any public holiday which may occur during the period of that annual leave and (subject to clause 7.1.5) must 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 wages at a rate in excess of the ordinary wages payable under clause 5.1, at that excess rate; and

(b) in every other case, at the ordinary time rate of pay payable under clause 5.1 to the employee concerned

immediately prior to that leave.

7.1.3 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 termination of the employment and shall immediately pay to the employee, in addition to all other amounts due to them, their pay, calculated in accordance with clause 7.1.5, for 4 or 5 weeks as the case may be and also their ordinary time rate of pay for any public holidays 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 shall be paid, in addition to all other amounts due, an amount equal to 1/9th of their pay for the period of their employment in the case of a Shift Worker, and 1/12th of their pay for the period of their employment in the case of a Day Worker, calculated in accordance with clause 7.1.5.

7.1.5 *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 7.1.5(c), the rate of wage to be paid to a Shift Worker shall be the rate payable for work in ordinary time according to the employee's roster or projected roster, including Saturday, Sunday or public holiday shifts.
- (b) Leading hands etc. - Subject to clause 7.1.5(c), leading hand allowances otherwise payable for ordinary time worked shall be included in the wages to be paid to employees during annual leave.
- (c) All employees - Subject to the provisions of clause 7.1.5(d), in no case shall the payment by an employer to an employee be less than the sum of the following amounts:
 - (i) the employee's ordinary wage rate as prescribed in clause 5.1 for the period of the annual leave (excluding shift premiums and weekend Penalty Rates);
 - (ii) leading hand allowance prescribed in clause 5.6.27;
 - (iii) a further amount calculated at the rate of 17 1/2% of the amounts referred to in clauses 7.1.5(c)(i) and 7.1.5(c)(ii).
- (d) Clause 7.1.5(c) does not apply to the following:
 - (i) any period or periods of 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 who are already paying an annual leave bonus, loading or other annual leave payment which is not less favourable to employees.

7.1.6 Unless the employee agrees otherwise, the employer must give the employee at least 14 days' notice of the date from which the employee's annual leave will be taken.

7.1.7 Except as provided in clause 7.1.4, it is not lawful for the employer to give, or for the employee to receive, payment in lieu of annual leave.

7.1.8 Such annual leave will be exclusive of any rostered day off which would have occurred had the employee not been on annual leave.

7.1.9 *Employees engaged on country work*

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

7.1.10 *Leave allowed before due date*

An Employer may allow an employee to take annual leave prior to the employee's right thereto. In such circumstances the qualifying period of further annual leave shall not commence until the expiration of 12 months in respect of which the leave so allowed was taken.

7.1.11 *Annual shut down*

An employer may close down an enterprise for a period of at least 21 consecutive days and grant the balance of the annual leave due to an employee in one continuous period in accordance with a roster:

Provided that by agreement with the majority of employees concerned, an employer may close down an enterprise for a period of at least 14 consecutive days including non-working days and grant the balance of annual leave due to the employee(s) by mutual arrangement. Notice of at least 2 months shall be given of the intention to do so.

7.2 **Sick leave**

7.2.1 *Entitlement*

- (a) Every employee, except casuals and school-based apprentices and trainees, is entitled to 60.8 hours' sick leave for each completed year of their employment with their employer:

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

- (b) This entitlement will accrue at the rate of 7.6 hours' sick leave for each 6 weeks of employment.
- (c) Payment for sick leave will be made based on the number of hours which would have been worked by the employee if the employee were not absent on sick leave.
- (d) Sick leave may be taken for part of a day.
- (e) Sick leave shall be cumulative, but unless the employer and employee otherwise agree, no employee shall be entitled to receive, and no employer shall be bound to make, payment for more than 13 weeks' absence from work through illness in any one year.

7.2.2 *Employee must give notice*

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

7.2.3 *Evidence supporting a claim*

When the employee's absence is for more than 2 days the employee is required to give the employer a doctor's certificate, or other reasonably acceptable evidence, about the nature and approximate duration of the illness.

7.2.4 *Accumulated sick leave*

An employee's accumulated sick leave entitlements are preserved when:

- (a) The employee is absent from work on unpaid leave granted by the employer;
- (b) The employer or employee terminates the employee's employment and the employee is re-employed within 3 months;
- (c) The employee's employment is terminated because of illness or injury and the employee is re-employed by the same employer without having been employed in the interim.

The employee accumulates sick leave entitlements whilst absent from work on paid leave granted by the employer.

7.2.5 *Workers' compensation*

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

7.3 **Bereavement leave**

7.3.1 Full-time and part-time employees

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

7.3.2 Long-term casual employees

(a) A long-term casual employee is entitled to at least 2 days unpaid bereavement leave on the death of a member of the person's immediate family or household in Australia.

(b) A "long-term casual employee" is a casual employee engaged by a particular employer, on a regular and systematic basis, for several periods of employment during a period of at least 1 year immediately before the employee seeks to access an entitlement under clause 7.3.2.

7.3.3 "Immediate family" includes:

(a) A spouse (including a former spouse, a *de facto* spouse and a former *de facto* spouse, spouse of the same sex) of the employee; and

(b) A child or an adult child (including an adopted child, a foster child, an ex-foster child, a stepchild or an ex-nuptial child), parent, grandparent, grandchild or sibling of the employee or spouse of the employee.

7.3.4 Unpaid leave

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

7.4 Long service leave

All employees covered by this Award are entitled to long service leave on full pay under, subject to, and in accordance with, the provisions of Chapter 2, Part 3, sections 42-58 of the Act as amended from time to time, or the provisions of the *Building and Construction Industry (Portable Long Service Leave) Act 1991*.

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 Subject to clause 7.6.8 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

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

7.6.2 *Labour Day*

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

7.6.3 *Annual show*

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

In a district in which a holiday is not appointed for an annual agricultural, horticultural or industrial show, the employee and employer must agree on an ordinary working day that is to be treated as a show holiday for all purposes.

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

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

- (a) A full-time employee is entitled to either payment for each public holiday or a substituted day's leave.
- (b) A part-time employee is entitled to either payment for each public holiday or a substituted day's leave:
 Provided that the part-time employee would have been ordinarily rostered to work on that day had it not been a public holiday.
- (c) Where a public holiday would have fallen on a Saturday or a Sunday but is substituted for another day all employees who would ordinarily have worked on such Saturday or Sunday but who are not rostered to work on such day are entitled to payment for the public holiday or a substituted day's leave.
- (d) Where Christmas Day falls on a Saturday or a Sunday and the public holiday is observed on another day an employee required to work on Christmas Day (i.e. 25th December) is to be paid at the rate of Double Time.
- (e) Nothing in clause 7.6.4 confers a right to any employee to payment for a public holiday as well as a substituted day in lieu.

7.6.5 *Double time and a-half*

For the purposes of clause 7.6 "Double Time and a-half" means one and a-half day's wages in addition to the employee's ordinary time rate of pay or *pro rata* if there is more or less than a day.

7.6.6 *Work on public holidays outside ordinary hours*

All time worked on any of the aforesaid holidays 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 stating 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, shall be entitled to payment at the ordinary rate payable to that employee when they were dismissed or stood down, for any one or more of the following holidays, namely, Christmas Day, Boxing Day and New Year's Day.

7.6.8 Substitution

Where there is agreement between the employer and the majority of employees concerned, a public holiday may be substituted for another day. If such other day is worked, then payment for that day will be at the rate of Double Time and a-half at the employees' ordinary time rate of pay.

7.7 Jury service

An employee, 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.

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.

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.

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.

"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 Fares and travel allowances

8.1.1 The following fares allowance will be paid to employees employed under the terms and conditions of this Award for travel patterns and costs peculiar to the industry which include mobility requirements on employees and the nature of employment on Construction Work.

- (a) Metropolitan radial area - When employed on work located within a radius of 50 kilometres from the G.P.O. Brisbane - \$15.40 per day.
- (b) Other radial areas - The fares etc., allowance defined in 8.1.1(a) will be paid for work performed by employees employed on a distant job as defined in clause 8.3, when the work is carried out away from the place, where, with the employer's approval, the employee is accommodated for the distant job in accordance with the following radii 50 kilometres from the place of accommodation.
- (c) Country radial areas - An employer whose business or branch or section thereof is established in any place (other than on a construction site) outside the areas mentioned in 8.1.1(a) above for the purpose of engaging in Construction Work will, in respect to employees engaged for work for that establishment, pay the allowances therein mentioned for work located within a radius of 50 kilometres from the post office nearest the establishment.

Where the employer has an establishment in more than one place the establishment nearest the employee's nominated residence will be the establishment that will be taken into account.

- (d) Travelling outside radial areas - Where an employee travels daily to a job located outside the 50 kilometres radial area, the employee will be paid at the ordinary hourly "on site" rate calculated to the next quarter of an hour. The employee will be paid a minimum payment of one half an hour per day for each return journey for time travelled outside ordinary working hours from the designated kilometre radius to a job and returning to that radius. In addition, the employee will receive any allowances as prescribed in 8.1.1(a), plus any expenses necessarily and reasonably incurred in such travel, which will be 44 cents per kilometre where the employee uses their own vehicle.

Residing outside radial area - An employee on a job whose residence is outside the radial areas prescribed above will be entitled to clause 8.1.1(a).

- (e) Travelling between radial areas - Clause 8.1.1(d) will also apply to an employee who is required by the employer to travel daily from one of the areas mentioned in 8.1.1(a) and 8.1.1(c) to an area, or another area, mentioned in 8.1.1(a).
- (f) Provision of transport
- (i) Subject to clauses 8.1.1(f)(ii) and 8.1.1(f)(iii) the allowance prescribed in clause 8.1 (except the additional payment prescribed in clauses 8.1.1(d) and 8.1.1(e)) will not be payable on any day on which the employer provides or offers to provide transport free of charge from the employee's home to the place of work and return. Any transport supplied is to be equipped with suitable seating accommodation and is covered when necessary so as to be weatherproof.
 - (ii) The relevant fares allowance prescribed in clause 8.1 will be payable in respect of any day on which the employer provides a vehicle free of charge to the employee and pursuant to the employee's contract of employment the employee is required by the employer to drive such vehicle from the employee's home to the place of work and return.
 - (iii) Time spent by an employee travelling from the employee's home to the place of work and return outside ordinary hours will not be regarded as time worked for any purpose of this Award and no travelling time payment will be made in respect thereof except to the extent provided in and in accordance with clauses 5.1.4, 8.1.1(d), 8.1.1(e), 6.3.2 and 8.2.1 of this Award. However clauses 8.1.1(f)(i) and 8.1.1(f)(ii) will have no application in the case of an employee directed by the employer to pick up and/or return other employees to their homes.
- (g) Work in fabrication yard - When an employee is required to perform prefabricated work in an open yard and is then required to erect or fix on site, the provisions of clause 8.1 will apply.
- (h) Requirement to transfer - As required by the employer, employees will start and cease work on the job at the usual commencing and finishing times within which ordinary hours may be worked and will transfer from site to site as directed by the employer.
- (i) Transfers during working hours - An employee transferred from one site to another during ordinary working hours will be paid for the time occupied in travelling and, unless transported by the employer, will be paid reasonable cost of fares by most convenient public transport between such sites. Where an employer requests an employee to use the employee's own car to effect such a transfer and such employee agrees to do so the employee will be paid an allowance at the rate of 83 cents per kilometre.
- (j) Daily entitlement - The travelling allowances prescribed in clause 8.1 will not be taken into account in calculating overtime, Penalty Rates, annual or sick leave, but will be payable for any day upon which the employee in accordance with the employer's requirements works or reports for work or allocation of work and for the paid day off as prescribed in clauses 6.1 and 6.4.
- (k) Clause 8.1 does not apply to an employee when required to work at their regular place of employment at a carpentry or joinery shop or painting shop or sign writing shop. However when an employee is required to commence work away from the regular place of employment, the employee will be entitled to the provisions of clause 8.1.

8.2 Travelling transport and fares

8.2.1 Travelling expenses

An employee who is sent by the employer or selected or engaged by an employer or agent to go to a job which qualifies the employee to the provision of clause 8.2 will not be entitled to any of the allowances prescribed by clause 8.1 of this Award for the period occupied in travelling from the employee's usual place of residence to the distant job, but in lieu thereof will be paid:

- (a) *Forward journey*
 - (i) For the time spent in travelling, at ordinary rates up to a maximum of 8 hours per day for each day of travel (to be calculated as the time taken by rail or the usual travelling facilities).
 - (ii) For the amount of a fare on the most common method of public transport to the job (bus; economy air; second class rail with sleeping berths if necessary, which may require a first class rail fare), and any excess payment due to transporting the employee's tools if such is incurred.

- (iii) For any meals incurred while travelling at \$11.30 per meal:

Provided that the employer may deduct the cost of the forward journey fare from an employee who terminates or discontinues the employee's employment within 2 weeks of commencing on the job and who does not immediately return to the employee's place of engagement.

(b) *Return journey*

An employee will, for the return journey, receive the same time, fares and meal payments as provided in clause 8.2.1(a) together with an amount of \$18.40 to cover the cost of transporting the employee and the employee's tools from the main public transport terminal to the employee's usual place of residence.

The above return journey payments will not be paid if the employee terminates or discontinues employment within 2 months of commencing on the job, or if the employee is dismissed for incompetence within one working week of commencing on the job, or is dismissed for misconduct.

(c) *Departure point*

For the purposes of clause 8.2, travelling time will be calculated as the time taken for the journey from the central or regional rail, bus or air terminal nearest the employee's usual place of residence to the locality of the work.

8.2.2 *Daily fares allowance*

An employee engaged on a job which qualifies the employee to the provisions of clause 8.2 and who is required to reside elsewhere than on the site (or adjacent to the site and supplied with transport) will be paid the allowance prescribed by clause 8.1 of the Award.

8.2.3 *Weekend return home*

- (a) An employee who works as required during the ordinary hours of work on the working day before and the working day after a weekend and who notifies the employer or the employer's representative, no later than Tuesday of each week, of the employee's intention to return to the employee's usual place of residence for the weekend, will be paid an allowance of \$31.20 for each occasion.
- (b) Clause 8.2.3(a) will not apply to an employee who is receiving the payment prescribed in clause 8.3.3 in lieu of board and lodging being provided by the employer or who is receiving a camping allowance as prescribed in clause 8.3.4(b).
- (c) When an employee returns to the employee's usual place of residence for a weekend or part of a weekend and does not absent from the job for any of the ordinary working hours, no reduction of the allowance prescribed in clause 8.3.3(b) will be made.

8.2.4 *Rest and recreation*

- (a) Rail or road travel - An employee who proceeds to a job which qualifies the employee to the provisions of clause 8.3, may, after 2 months' continuous service and thereafter at 3 monthly periods of continuous service, return to the employee's usual place of residence at the weekend. If the employee does so, the employee will be paid the amount of a bus or second class return railway fare to the bus or railway station nearest the employee's usual place of residence on the pay day which immediately follows the date on which the employee returns to the job; provided no delay not agreed to by the employer take place in connection with the employee's commencement of work on the morning of the working day following the weekend.

However, if the work upon which the employee is engaged will terminate in the ordinary course within a further 28 days after the expiration of any such period of 2 or 3 months as herein before mentioned, then the provisions of clause 8.2.4 will not be applicable.

- (b) Air travel - Regardless of any provisions contained in 8.2.4(a) and in lieu of such provisions, the following conditions will apply to an employee who qualifies under clause 8.3.1 and where such Construction Work is located in any area to which air transport is the only practicable means of travel, an employee may return home after 4 months continuous service and will in such circumstances be entitled to 2 days' leave with pay in addition to the weekend.

Thereafter the employee may return to the employee's usual place of residence after each further period of 4

months continuous service, and in each case the employee will be entitled to 2 days' leave of which one day will be paid leave.

Payment for leave and reimbursement for any economy air fare paid by the employee will be made at the completion of the first pay period commencing after the date of return to the job. However, if the work upon which the employee is engaged will terminate in the ordinary course within a further 28 days after the expiration of any such period of 4 months as mentioned, then the provisions of clause 8.2.4 will not be applicable.

- (c) Limitation of entitlement - An employee will be entitled to either clause 8.2.4(a) or 8.2.4(b) and such option will be established by agreement as soon as practicable after commencing on distant work. The entitlement will be available as soon as reasonably practical after it becomes due and will lapse after a period of 2 months provided that the employee has been notified in writing by the employer in the week prior to such entitlement becoming due of the date of entitlement and that the entitlement will lapse if not taken before the appropriate date 2 months later. (Proof of such written notice will lie with the employer).
- (d) Service requirements - For the purposes of clause 8.2.4 service will be deemed to be continuous despite an employee's absence from work for any of the following reasons:
 - (i) illness or accident up to a maximum of 4 weeks after the expiration of paid sick leave;
 - (ii) bereavement leave;
 - (iii) jury service;
 - (iv) injury received during the course of employment and up to a maximum of 39 weeks for which the employee received workers' compensation;
 - (v) all other absences taken with the employer's approval
 - (vi) long service leave;
 - (vii) The period during which the employment of the employee with the employer will have been interrupted in accordance with clauses 8.2.4(d)(i) and 8.2.4(d)(v) will not be taken into account in calculating the period of employment of the employee with the employer.
 - (viii) any reason satisfactory to the employer or in the event of a dispute to the appropriate Board of Reference. Provided that the reason will not be deemed satisfactory unless the employee has informed the employer within 24 hours of the time when the employee was due to attend for work or as soon as practicable thereafter of the reason for the absence and probable duration thereof.
 - (ix) Annual leave
- (e) *Variable return home* - In special circumstances, and by agreement with the employer, the return to the usual place of residence entitlements may be granted earlier or taken later than the prescribed date of accrual without alteration to the employees accrual entitlements.
- (f) *Non payment in lieu* - Payment of fares and leave with pay as provided for in clause 8.2.4 will not be made unless availed of by the employee.

8.3 Living away from home - distant work - site allowance

8.3.1 Qualification

An employee will be entitled to the provisions of clause 8.3 when employed on a job or Construction Work at such a distance from the employee's usual place of residence that the employee cannot reasonably return to that place each night under the following conditions:

- (a) The employee is not in receipt of relocation benefits through the Commonwealth Employment Service;
- (b) The employee is maintaining a separate place of residence to which it is not reasonable to expect the employee to return each night; and
- (c) The employee on being requested by the employer informs the employer, at the time of engagement, that the employee maintains a separate place of residence from the address recorded on the job application.

Subject to clause 8.3.2 an employee is regarded as bound by the statement of address and no entitlement will exist if unknowingly to the employer the employee wilfully and without duress made a false statement in relation to the above.

8.3.2 *Employee's address*

- (a) The employer will require and the applicant will provide the employer with the following information, in writing, at the time of engagement:
 - (i) The address of the place of residence at the time of application; and
 - (ii) The address of the separately maintained residence, if applicable.

Provided however, that the employer will not exercise undue influence, for the purpose of avoiding its obligations under the Award, in persuading the prospective employee to insert a false address.
- (b) No subsequent change of address will entitle an employee to the provisions of clause 8.3 unless the employer agrees.
- (c) Documentary proof of address such as a long service leave registration card or driver's licence may be accepted by an employer as proof of the employee's usual place of residence.
- (d) The address of the employee's usual place of residence and not the place of engagement will determine the application of clause 8.3.
- (e) Any dispute arising in respect of clause 8.3 will be referred to the Commission.

8.3.3 *Entitlement*

Where an employee qualifies under 8.3.1 the employer will either:

- (a) Provide the worker with reasonable board and lodging; or
- (b) Pay an allowance of \$390.20 per week of 7 days but such allowance will not be wages. In the case of broken parts of the week occurring at the beginning or the ending of the employment on a distant job the allowance will be \$55.80 per day.

These allowances will be increased if the employee satisfies the employer that the employee reasonably incurred a greater outlay than that prescribed. In the event of disagreement the matter may be referred to the Commission for determination; or

- (c) In circumstances prescribed in clause 8.3.4, provide camp accommodation and messing constructed and maintained in accordance with clause 8.3.5.

"Reasonable board and lodging" means lodging in a well kept establishment with 3 adequate meals each day, adequate furnishings, good bedding, good floor coverings, good lighting and heating and with hot and cold running water, in either a single room or a twin room if a single room is not available.

8.3.4 *Construction camps*

- (a) Camp accommodation - Where an employee is engaged on the construction of projects which are located in areas where suitable board and lodging as defined in clause 8.3.3 is not available or where the size of the workforce is in excess of the available accommodation or where continuous concrete pour requirements of the project or the working of shifts necessitate camp accommodation and where, because of these circumstances, it is necessary to house the employees in a camp, the camp will be constructed and maintained in accordance with clause 8.3.5.
- (b) Camping allowance - An employee living in a construction camp where free messing is not provided will receive a camping allowance of \$156.00 for every complete week the employee is available for work. If required to be in camp less than a complete week the employee is to be paid \$22.30 per day including any Saturday or Sunday if the employee is in camp and available for work on the working days immediately preceding and succeeding each Saturday and Sunday. If an employee is absent without the employer's approval on any day, the allowance will not be payable for that day and if the unauthorised absence occurs on the working day immediately preceding or succeeding a Saturday or Sunday, the allowance will not be payable for the Saturday and Sunday.

- (c) Camp meal charges - Where a charge is made for meals in a construction camp, such charge will be fixed by agreement between the parties.

8.3.5 *Construction camp standards*

- (a) Construction camps, as referred to in clause 8.3.4, will comply with the following standards:

- (i) The camp will provide for accommodation in single rooms, of dimensions not less than 14 cubic metres per person and will have a timber, aluminium or similar floor with floor covering provided. Each room will be furnished with reasonable sleeping accommodation including a mattress, pillow and blankets together with a table or reasonable substitute, a seat and a wardrobe for each person.
- (ii) Each room will be fitted with a door and movable window of reasonable dimensions fitted with a gauze screen. Each room will be ceiled and lined. Good artificial lighting will be provided in each room.
- (iii) Except where corridor-type barracks are provided a verandah will be constructed in front of each room. Where reasonably required, provisions will be made for the heating of rooms or cooling by fan.
- (iv) Provisions will be made in the camp for reasonable washing facilities including hot and cold showers. Reasonable provisions will be made for the washing of clothes. Toilets will be adequate and sewered where possible, situated within reasonable distance from the living quarters and accessed by properly lighted paths.

Provisions will be made for the effluent from the kitchen, laundry and showers to be carried away in closed pipes and dispersed in such a way as to avoid any risk to health. In any such camp messing will be made available by the employer with provisions for a choice of meals.

- (b) Where construction camp accommodation is not provided and the employer provides caravan accommodation the employer and the Unions will confer as to reasonable standards for such accommodation. In the absence of agreement being reached the matter will be referred to the Commission.

8.3.6 *Special camp allowances*

- (a) Mt. Isa allowance - Employees employed at Mt. Isa, Queensland except those employed at Mt. Isa Mines, will be paid an additional rate of \$47.94 per week.
- (b) Weipa allowance- In addition to all payments otherwise due, all employees employed on or in connection with Construction Work in the Weipa area will be paid an amount of \$33.61 per week for 40 hours which will be taken into consideration for the purposes of calculating annual leave, public holidays, sick pay, long service leave payments and overtime payments.

Employees employed on or in connection with the Kaolin Plant and Associated Works Construction Project for Comalco Aluminium Limited will be paid the amount of \$56.81 per week, which will be taken into consideration for the purposes of calculating payment for annual leave, public holidays, sick leave, long service leave and overtime worked.

- (c) Jindalee Over-the-Horizon Radar Project - In addition to all payments otherwise due, employees engaged on the construction of the facilities and infrastructure at the transmitter site (located in the vicinity of Longreach) and the receiver site (located in the vicinity of Stonehenge) will be paid an additional payment of \$12.30 per hour for all hours worked whilst so engaged).

8.3.7 *Alternative paid day off procedure*

If the employer and the employee so agree in writing, the paid rostered day off as prescribed in clause 6.1.1(a) (Hours of work) may be taken, and paid for, in conjunction with and additional to rest and recreation leave as prescribed in clause 8.2.4, or at the end of the project, or on termination, whichever comes first.

PART 9 - TRAINING AND RELATED MATTERS

9.1 Commitment to training

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

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

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

10.1 Protection of employees

- 10.1.1 Suitable material sheets and/or coloured glasses must be provided by the employer for the protection of employees working at oxy-acetylene or electric arc welding.
- 10.1.2 Where electric arc operators are working, suitable screens must be provided in order to protect employees from flash.
- 10.1.3 The employer must provide gas masks for employees engaged upon work where gas is present.
- 10.1.4 Employees employed on refractory brickwork will be X-rayed, if they so require, at the employer's expense and in the employer's time, once in each period of 6 months.
- 10.1.5 Employees working in tuberculosis hospitals and homes will, if they so request, be X-rayed, at the employer's expense and in the employer's time, on termination of employment at such tuberculosis hospital or home or each 6 months, whichever is sooner.
- 10.1.6 An employee will not be required to use a roller in excess of 30.5 cm in width on the painting of ceilings and walls.
- 10.1.7 An employee will not raise or lower a swinging scaffold (other than a bosun's chair) alone and an employer will not require an employee to raise or lower a swinging scaffold alone.
- 10.1.8 An employee will not be required to carry paint or other materials, the property of the employer, from job to job. By arrangement, brushes may be taken to and from a job by the employee. Clause 10.1.8 will not apply where paint or materials are carried to or from a job in a vehicle belonging to the employer.
- 10.1.9 The employer must provide sufficient facilities for washing and 5 minutes will be allowed before lunch and before finishing time to enable employees to wash and put away gear.
- 10.1.10 No employee will be required to use a paint brush exceeding 12.7 cm in width or 227 grammes in weight or a kalsomine brush exceeding 20.3 cm in width.

10.1.11 *Hand protective paste*

Every employer of Painter, Signwriter, Plasterer or Glazier employees will at the request of any such employee provide hand protective paste for the use of such employee.

10.1.12 *Toxic substances precautions*

The employer will observe the following procedures when employees are required to use toxic substances covered by clause 5.6.40.

Where there is an absence of adequate natural ventilation the employer will provide ventilation by artificial means and supply an approved type of respirator and/or an approved type of hood with airline attached and in addition the employer will supply such protective clothing as approved by the Health Department. Proper washing facilities together with towels, soap and a plentiful supply of hot water will be available when required.

Where an employee is using materials of the types mentioned in clause 10.1.12 and such work continues to the employee's meal break the employee will be entitled to take washing time of 10 minutes immediately prior to the employee's meal break. Where this work continues to the ceasing time of the day or is finalised at any time prior to the ceasing time of the day, washing time of 10 minutes will be granted. The washing time break or breaks will be counted as time worked.

- 10.1.13 Where practical all loads of bricks and materials will be conveyed in a wheel barrow of an approved type,

fitted with pneumatic rubber tyres.

10.1.14 *Where bricks are being used*

- (a) Not more than 40 bricks in each load will be conveyed in a wheelbarrow (on a scaffold) to a height of 5 metres from the ground.
- (b) Not more than 36 bricks each load will be conveyed in a wheelbarrow over an above a height of 5 metres on a scaffold.

10.1.15 The loads, all classes of material and the type of wheelbarrow will be agreed upon by the respective Union. In default of agreement the matter will be referred to the appropriate Industrial Magistrate for determination.

10.1.16 *Asbestos eradication*

- (a) Application - Clause 10.1.16 will apply to employees engaged in the process of asbestos eradication on the performance of work within the scope of this Award.
- (b) Definition - Asbestos eradication is defined as work on or about building, involving the removal or any other method of neutralisation of any materials which consist of or contain asbestos.
- (c) Control - All aspects of asbestos work will meet as a minimum standard the provisions of the National Health and Medical Research Council codes, as amended from time to time, for the safe demolition/removal of asbestos-based materials.

Without limiting the effect of clause 10.1.16(c), any person who carries out asbestos eradication work must do so in accordance with the legislation/regulations by the appropriate authorities.

- (d) Rate of pay - In addition to the rates prescribed in this Award, an employee engaged in asbestos eradication (as defined) will receive an additional \$1.49 per hour worked in lieu of special rates prescribed in clause 5.5 with the exception of clauses 5.6.10, 5.6.23, 5.6.29, 5.6.34, 5.6.36 and 5.6.37.
- (e) Respiratory protection - Respiratory protective equipment, conforming to the relevant parts of the appropriate Australian Standard (i.e. 1716 "Specification for Respiratory Protective Devices") must be worn by all personnel during work involving eradication of asbestos.

10.2 Amenities - sanitary conveniences

10.2.1 The employer must provide reasonably accessible boiling water at meal times and rest period and cool clean drinking water will provided at all times in a reasonably accessible place. This Award will not apply in respect of any other area of amenities subject to State Regulation.

10.3 First aid equipment

10.3.1 A first aid kit, of at least the standard set out below, will be provided and maintained by the employer on each job.

- (a) At places of work where not more than 6 persons are employed the first aid outfit will be equipped and maintained to contain at least the following:
 - (i) Dustproof container
 - (ii) Antiseptic solution - 60 ml
 - (iii) Sal volatile - 31.10348 g
 - (iv) Burn cream - 1 tube
 - (v) Rubber haemorrhage arrester - 1
 - (vi) Triangular bandage - 1
 - (vii) Plain gauze - 31.10.348 g
 - (viii) Cotton wool - 31.10348 g
 - (ix) Lint - 31.10348 g
 - (x) Small bowl for bathing minor wounds - 1
 - (xi) Drinking utensil - 1
 - (xii) Roller bandages - 3 x 2.54 cm
 - (xiii) Prepared adhesive dressings - 1 dozen
 - (xiv) Tweezers - 1 pair
 - (xv) Safety pins - 1 dozen

- (xvi) Medicine glass -31.10348 g
- (xvii) Eye bath - 1
- (xviii) First-aid pamphlet - 1
- (xix) Castor oil - 30 ml
- (xx) Bicarbonate of soda - 31.10348 g
- (xxi) Boracic acid - 30 ml

(b) At places of work where more than 6 persons are employed the first aid outfit will be equipped and maintained to contain at least the following:

- (i) Dustproof container
- (ii) Antiseptic solution - 120 ml
- (iii) Sal volatile - 62.206 g
- (iv) Burn cream - 1 tube
- (v) Rubber haemorrhage arrester - 1
- (vi) Triangular bandages - 3
- (vii) Plain gauze - 124.413 g
- (viii) Cotton wool - 124.413 g
- (ix) Lint - 124.413 g
- (x) Finger dressings - 1 dozen
- (xi) Roller bandages - 3 x 2.54 cm, 1 x 7.62 cm
- (xii) Prepared adhesive dressings - 1 dozen
- (xiii) Splinter forceps - 12.7 cm - 1 pair
- (xiv) Dressing forceps - 12.7 cm. - 1 pair
- (xv) Scissors, 5 in. - 1 pair
- (xvi) Safety pins - 1 dozen
- (xvii) Medicine glass - 62.206 g - 1
- (xviii) Eye bath - 1
- (xix) First aid pamphlet - 1
- (xx) Castor oil - 31.10348 g
- (xxi) Bicarbonate of soda - 62.206 g
- (xxii) Boracic acid - 60 ml
- (xxiii) Towel - 1
- (xxiv) Enamel drinking mug - 1

10.3.2 When an employee is so seriously injured that it is not practical for the employee to travel alone, the employer will as soon as possible supply a means, free of charge, to convey the employee to the nearest hospital or doctor at which the employee is to be treated.

10.4 Special tools and protective clothing

10.4.1 The employer will provide the following tools and protective clothing when they are required for the work to be performed by the employees:

(a) Bricklayer:

- (i) Scutch combs
- (ii) Hammers (excepting mash and brick hammers)
- (iii) Rubber mallets
- (iv) T Squares

(b) Carpenters and Joiners:

- (i) Dogs and cramps of all descriptions
- (ii) Bars of all descriptions
- (iii) Augers of all sizes
- (iv) Star bits and bits not ordinarily used in a brace
- (v) Hammers, except claw hammers
- (vi) Glue pots and glue brushes
- (vii) Dowell plates
- (viii) Trammels
- (ix) Hand and thumb screws
- (x) Spanners
- (xi) Soldering irons

(c) Stonemasons:

- (i) The employer will provide all cutting tools, except mash hammers, squares, pitching tools and straight edges up to 1.2 meters in length.
- (ii) If cutting tools are not provided the employer will pay 3 cents per hour additional to the wage rates prescribed in this Award.
- (iii) Employers will sharpen, in a proper manner, all necessary tools. On completion of engagement, all cuttings tools provided by the employee will be sharpened or an allowance made in lieu thereof.
- (iv) All pneumatic surfacing machines and lathes will be fitted by the employer with jet sprays or some other suitable device for keeping the stone wet.

(d) Plasterers:

- (i) The employer will supply all floating rules, trammels, centres, buckets and sieves. Stands for Plasterer's mortar boards not less than 76 cm from the ground or where practicable and safe from a scaffold level will be provided for the Plasterer by the employer when requested.
- (ii) Plasterers will be provided with overalls when required to brush onto walls and ceilings, concrete, plasterweld or similar substances.
- (iii) The approved brush and roller to perform the work in clause 10.4.1(d)(i) will be provided by the employer.

10.4.2 *Supply of overalls, gloves and boots for Bricklayers engaged on construction or repairs to refractory brickwork*

- (a) Gloves will be supplied when employees are engaged on repair work and will be replaced as required, subject to employees handing in the used gloves.
- (b) Boots will be supplied upon request of the employee after 6 weeks' employment, the cost of such boots to be assessed at \$69.80 and employees to accrue credit at the rate of \$3.50 per week.

Employees leaving or being dismissed before 20 weeks' employment will pay the difference between the credit accrued and the \$65.80. The right to accrue credit will commence from the date of request for the boots.

In the event of boots being supplied and the employee not wearing them while at work, the employer will be entitled to deduct the cost of the boots if the failure to wear them continues after one warning by the employer. Upon issue of the boots, employees may be required to sign the authority form in or to the effect of the Annexure to clause 10.4.2. Boots will be replaced each 6 months, dating from the first issue.

- (c) Where necessary, when Bricklayers are engaged on work covered by clauses 5.6.2 and 5.6.20 (i.e. furnace and or acid work), overalls will be supplied upon request of the employee and on the condition that they are worn while performing the work.

The employee claiming the supply of boots in accordance with clause 10.4.2 or clause 10.4.2(b) may be required to sign a form giving an authority to the employer in accordance with the following:

Deduction Form

In accordance with clause 10.4.2(b).

Should the full cost of the boots (\$65.80) not be met by accumulation of credit (at the rate of \$3.30 per week) from, I authorise deductions from any money due to me by my employer of an amount necessary to meet the difference between the credit accrued and \$65.80

Signed:

Date:.....

10.4.3 *All employees*

- (a) All power tools and steel tapes over 6 metres will be provided by the employer.
- (b) Gloves, and at the request of the employee, hand protective paste, will be provided by the employer for employees engaged in handling hot bitumen, creosote, oiled formwork and in washing down brickwork.

- (c) If in the course of the employee's employment an employee is required to use muriac acid the employee will be provided with protective clothing.
- (d) The employer will make available for the use of carpenters and joiners, during working hours, a suitable grindstone or wheel together with power (hand or mechanically driven) for turning it.
- (e) An employer will provide on all construction jobs in town and cities, and elsewhere where reasonably necessary and practicable (or if requested by the employee) a suitable and secure waterproof lock-up solely for the purpose of storing employees' tools, and on multi-storey and major project jobs the employer will provide, where possible, a suitable lock-up for employee's tools within a reasonable distance of the work area of large groups of employees.

10.5 Compensation for clothes and tools

10.5.1 An employee whose clothes, spectacles, hearing aids or tools have been accidentally spoilt by acid, sulphur or other deleterious substances, will be paid such amount to cover the loss thereby suffered by the employee as may be agreed upon between the employee and the employer or, if no agreement can be reached, as fixed by the Commission.

10.5.2 An employee will be reimbursed by the employer to a maximum of \$1,431.00 for loss of tools or clothes in the following circumstances:

- Fire or breaking and entering whilst securely stored at the employer's direction in a room or building on the employer's premises, job or workshop or in a lock-up as provided in this Award or
- If the tools are lost or stolen while being transported by the employee at the employer's direction, or
- If the tools are accidentally lost over water or
- If tools are lost or stolen during an employee's absence after leaving the job because of injury or illness.

Provided that an employee transporting their own tools will take all reasonable care to protect those tools and prevent theft or loss.

10.5.3 Where an employee is absent from work because of illness or accident and has advised the employer in accordance with clause 7.2 (Sick leave), the employer will ensure that the employee's tools are securely stored during the employee's absence.

10.5.4 When an employer requires an employee to wear spectacles with toughened glass lenses the employer will pay the cost of the toughening process.

10.5.5 For the purposes of clause 10.5:

- (a) Only tools used by the employee in the course of the employee's employment will be covered by clause 10.5;
- (b) The employee will, if requested to do so, furnish the employer with a list of tools so used;
- (c) Reimbursement will be at the current replacement value of new tools of the same or comparable quality;
- (d) The employee must report any theft to the police prior to making a claim on the employer for replacement of stolen tools.

PART 11 - AWARD COMPLIANCE AND UNION RELATED MATTERS

Preamble

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

11.1 Right of entry

11.1.1 *Authorised industrial officer*

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

11.1.2 *Entry procedure*

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

11.1.3 *Inspection of records*

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

11.1.4 *Discussions with employees*

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

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

11.1.5 *Conduct*

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

11.2 Time and wages record

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

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

11.2.2 The time and wages record must also contain:

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

11.2.3 The employer must keep the record for 6 years.

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

11.3 Trade union training leave

11.3.1 Subject to all qualifications in clause 11.3, an employee appointed or elected as an accredited representative of the Union (as defined) to which the employee belongs will, upon application in writing to the employer, be granted up to 5 days leave with pay each calendar year non-cumulative to attend courses conducted or approved by the relevant Union.

- (a) Such courses will be designed and structured with the objective of promoting good industrial relations within the building and construction industry.
- (b) Consultation may take place between the parties and the relevant Union, where appropriate, in the furtherance of this objective.

11.3.2 For the purposes of clause 11.3 an "accredited representative of the Union" means a Union delegate recognised by the employer in accordance with clause 1.5 of this Award.

11.3.3 The following scale will apply:

No. of employees covered by this Award per year	Max. No. of employees eligible to attend	Max No. of days permitted per year
up to 15	1	5
16 - 30	2	10
31 - 50	3	15
51 - 100	4	20
101 and over	5	25

- 11.3.4 The application for leave will be given to the employer at least 6 weeks in advance of the date of commencement of the course. The application for leave will contain the following details:
- (a) The name of the employee seeking the leave;
 - (b) The period of time for which the leave is sought (including course dates and the daily commencing and finishing times); and
 - (c) The title, general description and structure of the course to be attended and the location of where the course is to be conducted.
- 11.3.5 The employer will advise the Union within 7 clear working days (Monday to Friday) of receiving the application as to whether or not the application for leave has been approved.
- 11.3.6 The time of taking leave will be arranged so as to minimise any adverse affect on the employer's operations. The onus will rest with the employer to demonstrate an inability to grant leave when an eligible employee is otherwise entitled.
- 11.3.7 An employer will not be liable for any additional expenses associated with an employee's attendance at a course other than payment of ordinary time earnings for such absence. For the purpose of clause 11.3 "ordinary time earnings" means the actual ordinary rate of pay the employee receives for ordinary hours of work including shift loading and leading hand, in-charge or supervisory allowances and overaward payments where applicable. Ordinary time earnings will not include overtime, disability allowances, commission, bonuses, lump sum payments made as a consequence of the termination of employment, annual leave loading, Penalty Rates for public holiday work, fares and travelling time allowances or any other extraneous payments of a like nature.
- 11.3.8 Leave rights granted in accordance with clause 11.3 will not result in additional payment for alternative time off to the extent that the course attended coincides with an employee's day off in the 19 day month work cycle or with any concessional leave.
- 11.3.9 An employee on request by the employer will provide proof of their attendance at any course within 7 days. If an employee fails to provide proof, the employer may deduct any amount already paid for attendance from the next week's pay or from any other moneys due to the employees.
- 11.3.10 Where an employee is sick during a period when leave pursuant to clause 11.3 has been granted proof of attendance at the course is not required for that period and the employees will receive payment, if entitled under clause 7.2 of this Award.
- 11.3.11 Leave of absence granted pursuant to clause 11.3 will count as service for all purposes of this Award.
- 11.3.12 Any dispute as to any aspect of the operation of clause 11.3, will be resolved in accordance with the dispute settlement procedure of this Award.

11.4 Posting of award and notices

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

11.5 Union encouragement

Preamble

Clause 11.5 gives effect to section 110 of the Act in its entirety. Consistent with section 110 a Full Bench of the Commission has issued a Statement of Policy on Union Encouragement (reported 165 QGIG 221) that encourages an employee to join and maintain financial membership of the Union.

11.5.1 Documentation to be provided by employer

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

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

11.5.2 *Union delegates*

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

11.5.3 *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.

11.6 **Union delegates**

11.6.1 An employee appointed as a Union delegate will, upon notification by the Union to the employer be recognised as the accredited representative of the Union to which the employee belongs. The employee will be allowed all necessary time during working hours to submit to the employer matters affecting the employees represented by the accredited representative and further will be allowed reasonable time during working hours to attend to job matters affecting the employees' Union. Clause 11.6 does not relieve the Union delegate of the obligation imposed upon the employee by the employer. A Union delegate will notify the principal contractor's representative and the employee's Union prior to the calling of any stop work meeting so that the procedures laid down in clause 3.1 (Grievance and dispute settlement procedures), may be observed before any stoppage of work occurs.

11.6.2 The employer will be advised as soon as possible of the election of a Union delegate.

11.7 **Leave reserved list**

11.7.1 Leave is reserved for the parties to this Award to conduct further negotiations and/or seek arbitration by the Commission on the following:

- (a) Definition of casuals;
- (b) Flexibility of rostered day off (RDO);
- (c) Payment of fares and travel to employees supplied with vehicle;
- (d) EFT payment to employees - time off to go to bank;
- (e) National provisions regarding annual leave, sick leave, and public holidays;
- (f) Jury service;
- (g) Definition of Construction Work; and
- (h) Expanding the Awards coverage to include tower crane drivers.

Dated 13 February 2003.

By the Commission,
[L.S.] E. EWALD,
Industrial Registrar.

Operative Date: 14 April 2003