

CITATION: *Building Trades Public Sector Award - State 2002*  
*Reprint of Award - 1 March 2011*  
<<http://www.qirc.qld.gov.au>>

QUEENSLAND INDUSTRIAL RELATIONS COMMISSION

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

**BUILDING TRADES PUBLIC SECTOR AWARD - STATE 2002**

Following the Declaration of the General Ruling for Overtime Meal Allowance (matter numbers B/2010/34 and B/2010/38), the Building Trades Public Sector Award - State 2002 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 Trades Public Sector Award - State 2002 as at 1 January 2011.

Dated 1 March 2011.

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

**BUILDING TRADES PUBLIC SECTOR AWARD - STATE 2002**

**PART 1 - APPLICATION AND OPERATION**

**1.1 Title**

This Award is known as the Building Trades Public Sector Award - State 2002.

**1.2 Arrangement**

Subject Matter	Clause No.
<b>PART 1 - APPLICATION AND OPERATION</b>	
Title	1.1
Arrangement	1.2
Date of operation	1.3
Award coverage	1.4
Area of operation	1.5
Parties bound	1.6
Definitions	1.7
Crown employees	1.8
Leave reserved	1.9
<b>PART 2 - FLEXIBILITY</b>	
Enterprise flexibility	2.1
<b>PART 3 - COMMUNICATION, CONSULTATION AND DISPUTE RESOLUTION</b>	
Grievance and dispute settling procedures	3.1
Prevention and settlement of disputes	3.2
Employee grievance procedures	3.3
<b>PART 4 - EMPLOYER AND EMPLOYEES' DUTIES, EMPLOYMENT RELATIONSHIP AND RELATED ARRANGEMENTS</b>	
Employment categories	4.1
Part-time employment	4.2
Casual employment	4.3
Incidental and peripheral tasks	4.4
Termination of employment	4.5
Introduction of changes	4.6
Redundancy	4.7
Mixed functions	4.8

Subject Matter	Clause No.
Anti-discrimination	4.9
<b>PART 5 - WAGES AND WAGE RELATED MATTERS</b>	
Wages	5.1
Allowances	5.2
Superannuation	5.3
Payment of wages	5.4
<b>PART 6 - HOURS OF WORK, BREAKS, OVERTIME, SHIFT WORK, WEEKEND WORK</b>	
Hours of work	6.1
Shift work	6.2
Overtime	6.3
Meal breaks	6.4
Rest pauses	6.5
Inclement weather	6.6
<b>PART 7 - LEAVE OF ABSENCE AND PUBLIC HOLIDAYS</b>	
Annual leave	7.1
Sick leave	7.2
Bereavement leave	7.3
Family leave	7.4
Long service leave	7.5
Public holidays	7.6
Jury service	7.7
<b>PART 8 - TRANSFERS, TRAVELLING AND WORKING AWAY FROM USUAL PLACE OF WORK</b>	
Fares and travelling allowance	8.1
Country allowance	8.2
<b>PART 9 - TRAINING AND RELATED MATTERS</b>	
Commitment to Training	9.1
<b>PART 10 - OCCUPATIONAL HEALTH AND SAFETY MATTERS, EQUIPMENT, TOOLS AND AMENITIES</b>	
Compensation for clothes and tools	10.1
Workplace health and safety matters	10.2
<b>PART 11 - AWARD COMPLIANCE AND UNION RELATED MATTERS</b>	
Right of entry	11.1
Time and wages record	11.2
Union encouragement	11.3
Award to be posted	11.4
Trade Union Training leave	11.5
Sugar industry	Schedule 2
Stand-by and overtime call out - Brisbane City Council	Schedule 3

### **1.3 Date of operation**

This Award takes effect from 18 December 2002.

### **1.4 Award coverage**

1.4.1 Subject to the exclusions contained herein, this Award shall apply to the Queensland State Government, Government Instrumentalities, Local Authorities including the Brisbane City Council, and to private sector employers involved in the maintenance and the construction of bulk sugar terminals and sugar mills and their employees when engaged in a classification contained herein on any of the following work:

- (a) the preparation, manufacturing or assembly of joinery and/or shopfitting components in a workshop, factory,

or yard.

- (b) all aspects of masonry work performed in a cemetery, or, stonemasonry workshop, factory, or yard.
- (c) the manufacture and working of all types of glass, including glass laminate, clear plastic, sheet acrylic or any substitute therefore in a workshop or factory. Such work shall include, but not be limited to, designing, bevelling, cutting, embossing or glazing by hand or machine, painting, silvering, sandblasting, bending etc. and every process incidental thereto, provided that this Award shall not apply where an employer is in the business of principally carrying out glass bevelling work.
- (d) all facets of plumbing work performed in a workshop, factory or yard, or on-site.
- (e) the manufacture of signs as well as signwriting work in a workshop, factory, or yard.
- (f) the demolition of buildings, the construction of new buildings, the construction of additions to existing buildings, and the necessary alterations of existing buildings, to make them conform to any new additions.
- (g) maintenance work as defined.

1.4.2 This Award shall not apply where employees are:

- (a) Private sector employers and their employees, except as specified in clause 1.4.1.
- (b) Engaged on station properties who in the ordinary course of their duties as station hands use tradesperson's tools.
- (c) Engaged under the Furniture and Allied Trades Award - State 2002.
- (d) Engaged under the Forest Resources Industry Award - State 2002.
- (e) Engaged under the Brisbane City Council Construction, Maintenance and General Award 2002.
- (f) Engaged under the Local Government Employees (Excluding Brisbane City Council) Award - State 2002.
- (g) Engaged under the Building Products Manufacture and Minor Maintenance Award - State 2002.
- (h) Specifically covered by any other Award or Industrial Agreement.

## **1.5 Area of operation**

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

### *1.5.1 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; from that latitude due west to 147 degrees of east longitude; from that longitude due south to 22 degrees 30 minutes of south latitude; from that 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; from that latitude due west to 147 degrees of east longitude; from that longitude due south to 22 degrees of south latitude; from that latitude due east to the sea coast; from the sea-coast northerly to the point of commencement.

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

### *1.5.2 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; from that longitude due north to 25 degrees of south latitude; from that latitude due west to 147 degrees of east longitude; from that longitude due north to the southern boundary of the Mackay Division.

Western District - The remainder of the Southern Division.

## 1.6 Parties bound

This Award is legally binding upon the employees as prescribed by clause 1.3 and their employers, and:

- (a) The Construction, Forestry, Mining & Energy, Industrial Union of Employees, Queensland;
- (b) Australian Building Construction Employees and Builders' Labourers' Federation (Queensland Branch) Union of Employees;
- (c) The Plumbers and Gasfitters Employees Union of Australia, Queensland Branch, Union of Employees;
- (d) The Australian Workers' Union of Employees, Queensland; and
- (e) their members.

## 1.7 Definitions

- 1.7.1 The "Act" means the *Industrial Relations Act 1999* as amended or replaced from time to time.
- 1.7.2 "Artworker" means a person employed on work within the definition of clauses 1.7.14, 1.7.23 and 1.7.27, notwithstanding the age of 21 or the completion of an apprenticeship under the *Training and Employment Act 2000*, and on tasks incidental thereto, where the primary nature and purpose of the work is artwork commissioned for a new or major refurbished construction/building site and carried out in a workshop offsite.
- 1.7.3 "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 structures or for setting up cranes or hoists other than those attached to scaffolding and who has had less than 12 months' experience at rigging work. An employee classified as an Assistant Rigger shall, on the termination of the employee's employment or the employee's work in that classification for an employer be supplied by such employer with a written statement signed by the employer showing the duration of the employee's service with that employer as an Assistant Rigger.
- 1.7.4 "Bricklayer" means an employee over the age of 21 or who has completed an apprenticeship or a recognised period of training under the *Training and Employment Act 2000*, who is engaged in bricklaying, brick cutting, tiling, and settling pointed brickwork, firework - including kilns, furnaces, or furnace work of any description as far as it relates to brickwork, setting coke slabs, coke bricks, glass bricks, cutting openings in the brickwork for doorways, windows, arches, etc. building in and fixing of steel frames in brick building for doorways, windows, arches, etc., and/or engaged in roof tiling, fibrolite slating or shingling, which is not covered by any other award.
- 1.7.5 "Building Construction" means the demolition of buildings, the construction of new buildings, the construction of additions to existing buildings, and the necessary alterations of existing buildings, to make them conform to any new additions.
- 1.7.6 "Builder's labourer" means any labourer assisting any bricklayer, mason, plasterer, carpenter, plumber, slater, and tiler, or any labourer assisting any tradesperson on building or sewer construction, or engaged in the repair, demolition, or removal of buildings, or as a scaffolder, gear hand, gantry hand, crane hand, or as a dogman, and any labourer excavating ground for foundations or basements of buildings, or levelling ground for a building site, or doing concrete or asphalt work or mortar mixing in connection with building construction, or the cutting of holes in concrete floors, walls and ceilings.
- (a) Gear hand is an employee who is actually engaged in the rigging of gear ropes and tackle, or cranes, winches, derricks, and the repairing or splicing of slings or necessary gear in connection with buildings.
  - (b) Steelbender is a builder's labourer engaged in setting out and bending of reinforcing steel rods from drawings and sketches supplied.
  - (c) Jackhammer work is work performed by the use of a pneumatic pick or breaker, on building construction, or on repair demolition or removal of buildings, or excavating ground for foundations or basements of

buildings, or levelling ground for a building site.

A builder's labourer performing jackhammer work full-time shall be termed a jackhammer person.

- 1.7.7 "Carpenter, Joiner, Shopfitter and Machinist" means an employee over the age of 21 or who has completed an apprenticeship or a recognised period of training under the *Training and Employment Act 2000*, using tools or any machine or saw driven by power in the carpentry, joinery, or shopfitting trade.
- 1.7.8 "Certificated Scaffolder" means any labourer in charge of erecting or demolishing scaffolding, being the holder of a certificate of competency issued pursuant to the *Workplace Health and Safety Act 1995* or further amending Acts.
- 1.7.9 "Concrete Floater" means an employee engaged in concrete or cement work and using a wooden or rubber screeder or mechanical trowel or wooden float or engaged in bagging off or broom finishing or patching.
- 1.7.10 "Commission" means the Queensland Industrial Relations Commission.
- 1.7.11 "Country work" means any work in respect of which the distance, or the travelling facilities, to and from such a place of work make it reasonably necessary for the employee to live and sleep at some place other than the employee's usual place of residence at the time of commencing such work.
- 1.7.12 "Fibrous Plasterer" means any employee over the age of 21 or who has completed an apprenticeship or recognised period of training under the *Training and Employment Act 2000*, who is engaged in fibrous plaster work or who is employed at all on any of the following classes of work:
- (a) The casting and/or fixing of all fibrous plaster and other plastering material, including battening for same; the stopping and setting of all joints in same; the making of all plaster piece moulds, jelly moulds, wax moulds, or moulds of any description used for the purpose of making and/or casting fibrous plaster or pressed cement work.
  - (b) The casting and/or fixing of scagliola and material of a like nature, and work in connection with architectural modelling and/or manufacturing architectural ornaments of fibrous plaster and/or cement; also the manufacture of acoustic tiles moulded into slab form and having an earth base.
  - (c) Texture work, where the materials used in such texture work consists of plaster, cement or light weight aggregates such as pearlite, vermiculite and pyrock, whether applied by manual or mechanical means shall be the work of either the Plasterer or the Fibrous Plasterer.
- 1.7.13 "Floor Specialist" means any employee over the age of 21 or who has completed an apprenticeship or 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, and composition floors of all descriptions.
- 1.7.14 "Glazier in a shopfitting, joinery shop or factory" means an employee over the age of 21 or who has completed an apprenticeship or a recognised period of training under the *Training and Employment Act 2000*, employed in any factory or shop where the employer is exclusively or mainly engaged in the manufacture of joinery for sale, whose duties shall consist of cutting the glass and placing it in position, sprigging it in, running in the putty, and facing it off to the completion of the work.
- A Glazier shall also mean a leadlight worker who is an employee engaged in any work in connection with the manufacture of leadlights.
- 1.7.15 "Hoist and Winch Driver" means any labourer who is responsible for lifting mechanisms which are machine powered and travel in a vertical distance at least 15 metres and is engaged in an on-site environment.
- 1.7.16 "Joinery, shopfitting, workshop, factory or yard" means a factory, workshop or yard where the employee is exclusively or mainly engaged in the manufacture of joinery, shopfitting.
- 1.7.17 "Junior" means an employee other than an apprentice, or an apprentice on probation, under 21 years of age engaged in any calling to which this Award applies, who does not receive the rate of wages prescribed by it for a tradesperson or adult:

Provided that all employees under 21 years of age employed as builders' labourers on building construction work as defined herein shall be paid the rate prescribed for adults.

- 1.7.18 "Licensed Drainer" means a person licensed as a drainer by the Plumbers and Drainers Examination and Licensing Board. A Licensed drainer's duties shall include work in connection with the placing and packing of concrete used in pipe sewers and drains; and also the work of filling and packing drives in tunnel work.
- 1.7.19 'Licensed Plumber' is a plumber registered in accordance with the relevant legislation of Queensland.
- 1.7.20 "Maintenance" means the repair and renovation of buildings and structures necessitating the use of building tradespersons', or labourers' skills and/or tools. This definition excludes:
- (a) Maintenance work performed by employees where such employees are principally engaged under the terms and conditions of the Building Construction Industry Award - State 2002.
  - (b) Work necessitating extensive structural changes, external or internal, which requires significant changes to floor plans.
  - (c) Work which requires the use of major fixed scaffold and the erection of such scaffolding.
- 1.7.21 "Mason" means an employee who has completed an apprenticeship or a recognised period of training under the *Training and Employment Act 2000* as a Stonemason (such Apprenticeship to comprise 4 years training as a cutter and one year as a setter) who is qualified to use all necessary tools or implements of the trade, either hand or mechanical tools, and is qualified to cut, fix, point and drill any natural building stone or artificial stone.
- 1.7.22 "Ordinary rates" shall, unless the context otherwise indicates, mean the ordinary weekly rate prescribed in this Award divided by the weekly working hours prescribed by this Award.
- 1.7.23 "Painter" means any employee over the age of 21 or who has completed an apprenticeship or recognised period of training under the *Training and Employment Act 2000*, engaged in any manner whatsoever in connection with the painting of dwelling-houses or other buildings of any nature, fences, bridges (whether construction of iron or wood, or partly of iron and partly of wood), tanks for storage of oil, water or any similar purpose (other than work performed on tanks in engineering shops), traffic lines (except for work performed for the Director General Department of Transport) or in connection with plastic relief and texture work, paperhanging, applying and/or fixing vinyl wall hangings and other similar flexible wall hangings or coverings, decorating, graining, marbling, gilding, signwriting, glazing, glasscutting (except when done by the shop salesperson, picture framers, or furniture makers or in any factory or shop where the employer is exclusively or mainly engaged in the manufacture of joinery for sale), kalsomining, distempering, colour-washing, lime-washing, staining, varnishing, stripping off old paper, removing old paint or varnish; and to all employees engaged in any of the aforesaid branches of the trade upon any inside part or parts of any ship or vessel in connection therewith, including (without limiting the ordinary meaning of the definition) the inside of all cabins, saloons, companions, smokerooms, lounges, social halls, skylights, pantries, bathrooms, lavatories, sculleries, butchering shops, bake houses, engine-rooms from skylight down to first grating, and all new and repaired work in same, and the preparing and getting up, painting, and finishing all deckheads, deckhouses and combings of same, lifebuoys, lifebelts, boxes, deck seats, deck buckets, etc., navigating and flying bridges, wheelhouse, chart rooms, and all parts of any vessel which may be grained and/or vanished, ventilators, fidley casings, accommodation ladders side screens and lockers; and to all employees engaged in any one or more of the said branches in connection with boat names and badges, scroll work, gilding and signwriting upon any part of a ship or other vessel, or any property belonging to or used in connection therewith, and the painting of boats; and to all employees engaged in painting or performing any one or more of the said branches of work upon or in connection with all ferry and passenger boats, yachts, auxiliaries, skiffs, or other small craft; and the preparing and the getting ready of all work connected with any of the abovenamed branches of the trade, and the preparation of all the materials required for any of the said branches of the trade.
- 1.7.24 "Plasterer" means an employee over the age of 21 or who has completed an apprenticeship or a recognised period of training under the *Training and Employment Act 2000* and who is engaged in plastering work, or who is employed at all classes of work referred to in this definition, or any manner whatsoever in connection with the plastering trade in sewerage work, except in airlocks, such as rendering or cementing of all access-holes, pits sumps, tanks, filter-beds, etc., also rendering of all work in house connection, work relating to the plastering trade, such as traps, grease and wash traps, basins, etc., also the jointing of all pipes composed of concrete or cement composition as used in sewer work (except where such work is done by a licensed drainer), dressing, and patching up all defects of concrete work which is not of concrete finish, washtubs, and garage floors.
- A plasterer's work consists of internal and external plastering and cementing, the casting and fixing of all fibrous and other plastering material, lathing for plaster work, the top dressing of all concrete floors, all cement composition work and wall tiling, and plastering in or in connection with sewers, septic tanks, water tanks and cooling chambers.
- 1.7.25 "Plumber" means an employee over the age of 21 or who has completed a full term of apprenticeship under the

*Training and Employment Act 2000* competent in gas fitting, gas service work (except where covered by the Gas Industry Award - State), all branches of lead work, including sanitary work, hot and cold water appliances and services or who works or fixes galvanised iron or zinc or other metal used for similar purposes, in connection with buildings, who makes baths, tanks, and all other articles made of galvanised iron or zinc or other metal used for similar purposes in or in connection with a plumber's shop, or usually fixed in a building in the course of erection, alteration, or repair, who is engaged in the installation and/or repair of soda and cordial fountains and accessories thereto, and/or the fixing of cement and/or fibro cement guttering and/or down pipes and/or articles made of any other material which supersedes the material usually fixed by plumbers in connection with buildings and not covered by any other Award, or who is engaged in any of the aforementioned classes of work.

A plumber's shop is a shop or factory in which any articles of the nature set out above are manufactured and intended to be used as fixtures in the erection, alteration, or repair of any building:

Provided that this description shall not apply to the manufacture of any article made of sheet metal mentioned in the Award relating to sheet metal workers for the time being in force where such is not made in a plumber's shop or on a building in the course of erection, alteration or repair.

1.7.26 "Sand blaster" means an employee engaged in any manner whatsoever in connection with the designing and layouts for patterns on glass, together with all work connected with sand blasting or gravure operations and glass.

1.7.27 "Signwriter" means any employee over the age of 21 or who has completed an apprenticeship or recognised period of training under the *Training and Employment Act 2000* engaged in any manner of lettering of every description, size or shape, applied by brush or any other like means, on any surface or material (which, without limiting its meaning, shall include stone, wood, iron, metal, brick, cement, plain or fancy glass, canvas, paper, calico, sheeting, bunting, silk, satin, and wire blinds); designing and laying-out for windows, posters, show windows, theatre displays, honour rolls, illuminate addresses, neon signs, stencils, display banners, and cut-out displays of all descriptions, either pictorial, scenic or lettering (where such designing is not done by an architect or architectural draftsman); using Scotchlite or any other similar materials (whether luminous or otherwise) together with all the processes concerned therewith, traffic signs and/or symbols; all pictorial work in connection with any signs of advertisements generally performed by a signwriter. The term does not include any work done by a commercial artist or "ticket-writing" as done by shop assistants under the Retail Industry Interim Award - State.

(a) Gilding means the application of gold, silver, aluminium, or any other metal leaf to any surface.

(b) Silk screen process signwriting work includes that designing, setting up, and the operation for duplication of signs on any material whether of paper, fabric, metal, wood, glass, or any similar material.

(c) Glazing, glasscutting shall include glass processing cutting and fixing vitrolite or like material, the fixing of glass by any means in any place prepared for its reception, and the fitting and fixing of glazing bars on site.

1.7.28 "Tiler" means an employee over the age of 21 or who has completed an apprenticeship or a recognised period of training under the *Training and Employment Act 2000* 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, santanax work terrazzo steps, risers, stringers, and floors when cut in slabs to form a design, linotile flooring and kindred materials where skilled workpersons are required to perform the work.

1.7.29 "Union" means the

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

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

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

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

1.7.30 "Waterproofing" 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.

## 1.8 Crown employees

1.8.1 Crown employees are employees engaged in the Public Service of the State of Queensland whose rates of pay are fixed by this Award and who are for the purposes of this Award appointed pursuant to Part 9 of the *Public Service Act 1996*; and

for those other persons who were employees of the Public Service at the date of the commencement of the *Public Service Act 1996*

1.8.2 The provisions of the *Public Service Act 1996* and the Regulations made pursuant to the *Public Service Act 1996* apply to Crown employees where applicable and should be read in conjunction with this Award.

## **1.9 Leave reserved**

- Absenteeism controls measures
- Career structure
- Confined space allowance
- Fares and travelling allowance
- Plumber's registration allowance
- Swing scaffold allowance
- Training wage
- 100% classification for non-trades classification (BW 3)
- reclassification of rigger and dogperson to BW 3 level
- 115% classification for trades classification (BT 4)
- career progression by additional skills from own trade
- on call arrangements
- recall to work provisions
- artworker classification
- appropriate classification for a licensed plumber
- employer funded training.

## **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**

NOTE: Clause 3.1 does not have application to Crown employees. Such employees are covered under the public sector employees' procedures in clauses 3.2 and 3.3.

### **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 an Industrial Commissioner 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.

## **3.2 Prevention and settlement of disputes (*Crown employees*)**

- 3.2.1 The objectives of this procedure are the avoidance and resolution of any disputes over matters covered by this Award, by measures based on the provision of information and explanation, consultation, co-operation and negotiation.
- 3.2.2 Subject to legislation, while the dispute procedure is being followed, normal work is to continue except in the case of a genuine safety issue. The *status quo* existing before the emergence of a dispute is to continue whilst the procedure is being followed. No party shall be prejudiced as to the final settlement by the continuation of work.
- 3.2.3 There is a requirement for management to provide relevant information and explanation and consult with the appropriate employee representatives.
- 3.2.4 In the event of any disagreement between the parties as to the interpretation or implementation of this Award, the following procedures shall apply:
- (a) the matter is to be discussed by the employee's union representative and/or the employee(s) concerned (where appropriate) and the immediate supervisor in the first instance. The discussion should take place within 24 hours and the procedure should not extend beyond 7 days.
  - (b) if the matter is not resolved as per clause 3.2.4(a) above, it shall be referred by the union representative and/or the employee/s to the appropriate management representative who shall arrange a conference of the parties to discuss the matter. This process should not extend beyond 7 days.
  - (c) if the matter remains unresolved it may be referred to the chief executive officer or nominee for discussion and appropriate action. This process should not exceed 14 days.
  - (d) if the matter is not resolved then it may be referred by either party to the Commission for conciliation.
- 3.2.5 Nothing contained in this procedure shall prevent unions or the Queensland Government from intervening in respect of matters in dispute, should such action be considered conducive to achieving resolution.

### **3.3 Employee grievance procedures (*Crown employees*)**

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

The chief executive shall ensure that:

- (a) the aggrieved employee or such employee's union representative has the opportunity to present all aspects of the grievance;
- (b) the grievance shall be investigated in a thorough, fair and impartial manner.

The chief executive may appoint another person to investigate the grievance. The chief executive may consult with the union in appointing an investigating employee. The appointed person shall be other than the employee's supervisor or manager.

If the matter is notified to the union, the investigating employee shall consult with the union during the course of the investigation. The chief executive shall advise the employee initiating the grievance, such employee's union representative and any other employee directly concerned of the determinations made as a result of the investigation of the grievance.

The chief executive may delegate such chief executive's grievance resolution powers to a nominated representative.

- 3.3.6 The procedure is to be completed in accordance with the following time frames unless the parties agree otherwise:
- Stage 1 Discussions should take place between the employee and such employee's supervisor within 24 hours and the procedure shall not extend beyond 7 days.
  - Stage 2 Not to exceed 7 days.
  - Stage 3 Not to exceed 14 days.
- 3.3.7 If the grievance is not settled the matter shall be referred to the Public Service Commissioner or the Commission by the employee or the union, as appropriate, in accordance with the respective jurisdictions of the tribunals.
- 3.3.8 Subject to legislation, while the grievance procedure is being followed, normal work is to continue, except in the case of a genuine safety issue. The *status quo* existing before the emergence of a grievance or dispute is to continue while the procedure is being followed. No party shall be prejudiced as to the final settlement by the continuation of work.
- 3.3.9 Where the grievance involves allegations of sexual harassment, an employee may commence the procedure at Stage 3.

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

### **4.1 Employment categories**

4.1.1 Employees (other than casual employees) covered by this Award shall be advised in writing of their employment category upon appointment.

Employment categories are:

- (a) Full-time;
- (b) Part-time (as prescribed in clause 4.2); and
- (c) Casual (as prescribed in clause 4.3).

#### 4.1.2 *Piecework prohibited*

Piecework of any description shall not be worked. Contract work for labour only or substantially for labour only shall be considered piecework within the meaning of clause 4.1.2.

### **4.2 Part-time employment**

4.2.1 A part-time employee is an employee who:

- (a) is employed for a minimum of 10 hours per week and for less than 38 ordinary hours per week; and
- (b) is engaged to work on predetermined days of the week for a regular number of hours, and
- (c) receives, on a *pro rata* basis, equivalent pay and conditions to those of full-time employees covered by this Award:

4.2.2 At the time of engagement, the employer and the employee will agree in writing on the pattern of work required, including specifying the number of ordinary hours per week, the days on which the work is to be performed and the usual daily starting and finishing times.

4.2.3 Any amendment to the normal starting and ceasing times will be by mutual agreement.

4.2.4 The agreed number of ordinary hours per week may only be amended by mutual agreement. Any such agreed amendment to the number of weekly hours of work will be recorded in writing.

4.2.5 A part-time employee who works in excess of the ordinary weekly hours prescribed by this Award shall be paid in accordance with clause 6.3 (Overtime).

4.2.6 A part-time employee employed under the provisions of clause 4.2 must be paid for ordinary hours worked at the rate of 1/38th of the weekly rate prescribed for the class of work performed.

4.2.7 Where a public holiday falls on a day upon which an employee is normally employed, that employee will be paid the appropriate rate for the number of hours normally worked on that day.

### **4.3 Casual employment**

4.3.1 Casual employees may be engaged on the following terms:

- (a) A casual employee is an employee who is employed by the hour for less than the maximum ordinary working hours per week prescribed herein for a full-time employee.
- (b) Termination of employment by either party shall be by giving 2 hours' notice, or payment/forfeiture in lieu thereof.
- (c) A casual employee shall be paid an hourly rate equal to 1/38th of the weekly rate prescribed by this Award for the classification under which they are engaged and adding a loading of 23% thereto. Such loading shall be in lieu of all leave entitlements applicable. It does not preclude a casual employee being entitled to long service leave entitlements under the Act.

### **4.4 Incidental and peripheral tasks**

4.4.1 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.

4.4.2 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.

4.4.3 Any direction issued by an employer pursuant to clauses 4.4.1 and 4.4.2 will be consistent with the employer's responsibilities to provide a safe and healthy working environment.

## **4.5 Termination of employment**

### *4.5.1 Statement of employment*

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

### *4.5.2 Termination by employer*

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

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

(b) In addition to the notice in (a) above, employees 45 years old or over and who have completed at least 2 years' continuous service with the employer shall be entitled to an additional week's notice.

(c) Payment in lieu of notice shall be made if the appropriate notice is not given:

Provided that employment may be terminated by part of the period of notice specified and part payment in lieu thereof.

(d) In calculating any payment in lieu of notice the minimum compensation payable to an employee will be at least the total of the amounts the employer would have been liable to pay the employee if the employee's employment had continued until the end of the required notice period. The total must be worked out on the basis of:

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

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

### *4.5.3 Notice of termination by employee*

The notice of termination required to be given by an employee is one week. If an employee fails to give notice the employer shall have the right to withhold monies due to the employee with a maximum amount equal to the ordinary time rate for the period of notice.

### *4.5.4 Time off during notice period*

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

## **4.6 Introduction of changes**

### *4.6.1 Employer's duty to notify*

(a) Where an employer decides to introduce changes in production, program, organisation, structure or technology, that are likely to have significant effects on employees, the employer shall notify the employees who may be affected by the proposed changes and, where relevant, their Union or Unions.

(b) 'Significant effects' includes termination of employment, major changes in the composition, operation or size

of the employer's workforce or in the skills required; the elimination or diminution of job opportunities or job tenure; the alteration of hours of work; the need for retraining or transfer of employees to other work or locations and the restructuring of jobs:

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

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

- (a) The employer shall consult the employees affected and, where relevant, their Union or Unions about the introduction of the changes, the effects the changes are likely to have on employees (including the number and categories of employees likely to be dismissed, and the time when, or the period over which, the employer intends to carry out the dismissals), and the ways to avoid or minimise the effects of the changes (e.g. by finding alternative employment).
- (b) The consultation must occur as soon as practicable after making the decision referred to in clause 4.6.1.
- (c) For the purpose of such consultation the employer shall provide in writing to the employees concerned and, where relevant, their Union or Unions, all relevant information about the changes including the nature of the changes proposed, the expected effects of the changes on employees, and any other matters likely to affect employees:

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

## 4.7 **Redundancy**

### 4.7.1 *Consultation before terminations*

- (a) Where an employer decides that the employer no longer wishes the job the employee has been doing to be done by anyone, and this is not due to the ordinary and customary turnover of labour, and that decision may lead to termination of employment, the employer shall consult the employee directly affected and where relevant, their Union or Unions.
- (b) The consultation shall take place as soon as it is practicable after the employer has made a decision, which will invoke the provisions of clause 4.7.1(a) and shall cover the reasons for the proposed terminations, measures to avoid or minimise the terminations and/or their adverse effects on the employees concerned.
- (c) For the purpose of the consultation the employer shall, as soon as practicable, provide in writing to the employees concerned and, where relevant, their Union or Unions, all relevant information about the proposed terminations including the reasons for the proposed terminations, the number and categories of employees likely to be affected, the number of workers normally employed and the period over which the terminations are likely to be carried out:

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

### 4.7.2 *Transfer to lower paid duties*

- (a) Where an employee is transferred to lower paid duties for reasons set out clause 4.7.1 the employee shall be entitled to the same period of notice of transfer as the employee would have been entitled to if the employee's employment had been terminated under clause 4.5.
- (b) The employer may, at the employer's option, make payment in lieu thereof of an amount equal to the difference between the former amounts the employer would have been liable to pay and the new lower amount the employer is liable to pay the employee for the number of weeks of notice still owing.
- (c) The amounts must be worked out on the basis of:
  - (i) the ordinary working hours to be worked by the employee; and
  - (ii) the amounts payable to the employee for the hours including for example, allowances, loadings and penalties; and
  - (iii) any other amounts payable under the employee's employment contract.

### 4.7.3 *Transmission of business*

- (a) Where a business is, whether before or after the date of insertion of this clause in the Award transmitted from an employer (transmittor) to another employer (transmittee), and an employee who at the time of such transmission was an employee of the transmittor of the business, becomes an employee of the transmittee:
- (i) the continuity of the employment of the employee shall be deemed not to have been broken by reason of such transmission; and
  - (ii) the period of employment which the employee has had with the transmittor or any prior transmittor shall be deemed to be service of the employee with the transmittee.
- (b) In clause 4.7.3 'business' includes trade, process, business or occupation and includes a part or subsidiary (which means a corporation that would be taken to be a subsidiary under the Corporations Law, whether or not the Corporations Law applies in the particular case) of any such business and 'transmission' includes transfer, conveyance, assignment or succession whether by agreement or by operation of law and 'transmitted' has a corresponding meaning.

#### 4.7.4 *Time off during notice period*

- (a) Where a decision has been made to terminate an employee in the circumstances outlined in clause 4.7.1 the employee shall be allowed up to one day's time off without loss of pay during each week of notice for the purpose of seeking other employment.
- (b) If the employee has been allowed paid leave for more than one day during the notice period for the purpose of seeking other employment, the employee shall, at the request of the employer, be required to produce proof of attendance at an interview or the employee shall not receive payment for the time absent. For this purpose a statutory declaration will be sufficient.

#### 4.7.5 *Notice to Centrelink*

Where a decision has been made to terminate employees in the circumstances outlined in clause 4.7.1 the employer shall notify Centrelink as soon as possible giving all relevant information about the proposed terminations, including a written statement of the reasons for the terminations, the number and categories of the employees likely to be affected, the number of workers normally employed and the period over which the terminations are intended to be carried out.

#### 4.7.6 *Severance pay*

- (a) In addition to the period of notice prescribed for ordinary termination in clause 4.5.2(a) and subject to further order of the Commission, an employee whose employment is terminated for reasons set out in clause 4.7.1(a) shall be entitled to the following amounts of severance pay:

Period of Continuous Service	Severance Pay (weeks' pay)
Less than 1 year	nil
1 year but not more than 2 years	4
More than 2 years but not more than 3 years	6
More than 3 years but not more than 4 years	7
More than 4 years but not more than 5 years	8
More than 5 years but not more than 6 years	9
More than 6 years but not more than 7 years	10
More than 7 years but not more than 8 years	11
More than 8 years but not more than 9 years	12
More than 9 years but not more than 10 years	13
More than 10 years but not more than 11 years	14
More than 11 years but not more than 12 years	15
More than 12 years	16

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

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

#### 4.7.7 *Superannuation benefits*

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

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

#### 4.7.8 *Employee leaving during notice*

An employee whose employment is terminated for reasons set out in clause 4.7.1(a) may terminate such employment during the period of notice, and, if so, shall be entitled to the same benefits and payments under this clause had such employee remained with the employer until the expiry of such notice:

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

#### 4.7.9 *Alternative employment*

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

#### 4.7.10 *Employees with less than one year's service*

Clause 4.7 shall not apply to employees with less than one year's continuous service and the general obligation on employers should be no more than to give relevant employees an indication of the impending redundancy at the first reasonable opportunity, and to take such steps as may be reasonable to facilitate the obtaining by the employees of suitable alternative employment.

#### 4.7.11 *Employees exempted*

Clause 4.7 shall not apply:

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

#### 4.7.12 *Employers exempted*

- (a) Subject to an order of the Commission, in a particular redundancy case, clause 4.7 shall not apply to an employer including a company or companies that employ employees working a total of fewer than 550 hours on average per week, excluding overtime, Monday to Sunday. The 550 hours shall be averaged over the previous 12 months.
- (b) A 'company' shall be defined as:
  - (i) a company and the entities it controls; or
  - (ii) a company and its related company or related companies; or
  - (iii) a company where the company or companies has a common Director or common Directors or a common shareholder or common shareholders with another company or companies.

#### 4.7.13 *Exemption where transmission of business*

- (a) The provisions of clause 4.7.6 are not applicable where a business is before or after the date of the insertion of this clause into the Award, transmitted from an employer (transmittor) to another employer (transmittee), in any of the following circumstances:
  - (i) where the employee accepts employment with the transmittee which recognises the period of continuous service which the employee had with the transmittor, and any prior transmittor, to be continuous service of the employee with the transmittee; or
  - (ii) where the employee rejects an offer of employment with the transmittee:
    - (A) in which the terms and conditions are substantially similar and no less favourable, considered on an overall basis, than the terms and conditions applicable to the employee at the time of ceasing employment with the transmittor; and
    - (B) which recognises the period of continuous service which the employee had with the transmittor and

any prior transmitter to be continuous service of the employee with the transmittee.

- (b) The Commission may amend clause 4.7.13(a)(ii) if it is satisfied that it would operate unfairly in a particular case, or in the instance of contrived arrangements.

#### 4.7.14 *Incapacity to pay*

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

#### 4.7.15 *Employees of Queensland Government Departments and Agencies*

The provisions of clause 4.7 will not apply to employees of Queensland government departments and agencies to the extent that the provisions of the redundancy agreements are contained in a Directive issued by the Public Service Commissioner or the Minister for Industrial Relations pursuant to section 34 of the *Public Service Act 1996*, where the Directive provides for entitlements that are superior to clause 4.7.

### 4.8 **Mixed functions**

- 4.8.1 An employee engaged for more than 4 hours on any one day on work which carries a higher rate than their ordinary classification, shall be paid the higher rate for the whole day. If employed for 4 hours or less on any one day the employee shall be paid at the higher rate for 4 hours:

Provided that builder's labourers who during any one week perform "jackhammer work" as described in clause 1.7.6(c) for a total of twenty hours or more, irrespective of the number of days involved, shall be paid at the rate prescribed in classification (c) of clause 5.1.1 for the whole of the time worked by them during that week.

### 4.9 **Anti-discrimination**

- 4.9.1 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.

- 4.9.2 Accordingly, in fulfilling their obligations under the grievance and dispute settling procedure in clause 3.1 and clause 3.2, the parties to this Award must take reasonable steps to ensure that neither the Award provisions nor their operation are directly or indirectly discriminatory in their effects.

- 4.9.3 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.

- 4.9.4 Nothing in clause 4.9 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.

## **PART 5 - WAGES AND WAGE RELATED MATTERS**

### **5.1 Wages**

- 5.1.1 It is a provision of this Award that no employees will be disadvantaged in respect of their ordinary time earnings as a result of the restructuring process.

- 5.1.2 The minimum rates of wages payable to the following classes of employees shall be as follows:



<b>Classification Level</b>	<b>NBCIA equivalent</b>	<b>Relativity %</b>	<b>Award rate per week \$</b>	<b>On-site Allowance per week \$</b>
BW 1 (a) - New Entrant (Upon commencement in the industry)	CW1 (a)	85	617.40	25.80
BW 1 (b) (After 3 months in the industry)	CW1 (b)	88	629.90	25.80
BW 1 (c) (After 12 months in the industry)	CW1 (c)	90	638.30	25.80
BW 1 (d)	CW1 (d)	92.4	648.30	25.80
BW 2	CW2	96	663.30	25.80
<b>Trade</b> BT 1		100	682.00	25.80
BT 2 (Trade + 12 points)	CW4	105	702.90	25.80
BT 3 (Trade + 24 points)	CW5	110	723.70	25.80

The "on-site" allowance shall be as an additional allowance payable only when "Building Construction" work is undertaken as defined in clause 1.7.5. This rate includes compensation for:

- (a) climatic conditions when working in the open on all types of work;
- (b) dust blowing in the wind on building sites;
- (c) sloppy and muddy conditions associated with the initial stages of the erection of a building;
- (d) dirty conditions caused by the use of form oil or from green timber;
- (e) drippings from newly poured concrete;
- (f) the disability of working on all types of scaffolds, other than single plank, swing scaffold or a bosun's chair;  
and
- (g) the lack of the usual amenities associated with factory work (e.g. recreational facilities, sanitary conveniences, etc.).

The above additional payment shall form part of the weekly wage in the calculation of overtime payments, annual leave pay, public holiday pay and long service leave pay.

NOTE: 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.

5.1.3 The rate of wages paid to employees in the Sugar Industry is provided in Schedule 2 of this Award.

5.1.4 *Divisional and District parities*

In addition to the rates of wages set out in this Award for the Southern Division Eastern Districts, the following allowances shall be paid to all employees covered by this Award employed in the following Divisions:

	Per Week
	\$
Northern Division Eastern District	1.10
Northern Division, Western District	2.20
Southern Division, Western District	1.05
Mackay Division	0.90

#### 5.1.5 Award restructuring exercise

- (a) The parties to the building, construction and related industries - employers, unions and governments - have for some time shared a belief that the industry needs to improve the way it goes about its work. This is in recognition of the fact that the potential of the industry, in both domestic and international terms, is not being fully realised.

This 'Award Restructuring Exercise' addresses some of the key issues relating to the way work is organised and skills are acquired and rewarded. In addition, it also attempts to address the perennial concerns of construction workers relating to job security and skills acquisition. This Award Restructuring Exercise recognises that the unique nature of the industry calls for different solutions to some problems to that adopted in other industries. However, to the extent possible, consistency has been maintained with other restructured awards.

The parties are committed to nationally approved competency standards and accredited, structured training. The parties also recognise and support the maintenance of structured trade training in the industry.

- (b) What is Award Restructuring?

Award restructuring is a shorthand title for a wide-ranging agenda for reform. In those industries closely related to the building and construction industry the main elements of restructuring include:

- a new classification structure based on nationally recognised vocational qualifications that reflect current work applications and practices ;
- the creation of skill related career paths for all employees; and
- increased labour flexibility at the workplace.

Parties shall implement this New Classification Structure through appropriate consultative mechanisms. This may include use of existing consultative mechanisms where appropriate. Wherever possible, consultative committees comprising equal numbers of employee and employer representatives shall be established. Matters raised for consideration by the consultative committee shall be related to implementation of the new classification structure, the facilitative provisions contained in this Award, matters concerning training, and reclassification issues.

No existing employee's rate of pay shall be reduced as a result of the introduction of this New Classification Structure.

Provided further that safety net increases shall continue to apply.

#### 5.1.6 Definitions

- (a) 'Industry Accredited Course' is a course that has been constructed to reflect a group of industry relevant competency standards endorsed by an Industry Training Advisory Body (ITAB), such as Construction Training Queensland (CTQ), and recognised in accordance with the provisions of the *Training and Employment Act 2000*.
- (b) 'Nationally Accredited Course' means a structured sequence of vocational education and training that has been accredited and leads to an Australian Qualification Framework (AQF) qualification or Statement of Attainment.
- (c) 'Industry Training Advisory Body' (ITAB) shall bear the meaning and functions contained in the *Training and Employment Act 2000*. An ITAB may act on its own behalf or involve other training organisations such as Registered Training Organisations in the provision of independent expert advice and assistance with dispute settlement. In this regard, Construction Training Queensland is recognised as the most relevant ITAB to assist the Building, Construction and related industries with a role to provide strategic advice 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;
- qualifications;
- 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 qualifications relevant to this Award, CTQ may consult with other bodies or committees of a like nature to ensure that consistent standards are maintained across industries.

- (d) 'Registered Training Organisation' (RTO) shall mean an organisation such as Queensland TAFE or a private training provider that meets the registration requirements within the *Training and Employment Act 2000*.
- (e) 'Recognition of Prior Learning' (RPL) means recognition of competencies currently held, regardless of how, when or where the learning occurred. Under the Australian Quality Training Framework, competencies may be attained in a number of ways. This includes through any combination of formal or informal training and education, work experience or general life experience. In order to grant RPL, the assessor must be confident that the candidate is currently competent against the endorsed industry or enterprise competency standards or outcomes specified in Australian Qualifications Framework accredited courses. The evidence may take a variety of forms and could include certification, references from past employers, testimonials from clients and work samples. The assessor must ensure that the evidence is authentic, valid, reliable, current and sufficient.
- (f) 'Statement of Attainment' means a record of recognised learning which, although falling short of an Australian Qualifications Framework qualification, may contribute towards a qualification outcome, either as attainment of competencies within a Training Package, partial completion of a course leading to a qualification, or completion of a nationally accredited short course which may accumulate towards a qualification through Recognition of Prior Learning processes.
- (g) 'Unit of competency' means the specification of knowledge and skill and the application of that knowledge and skill to the standard of performance expected in the workplace. Such units and elements of competence to be achieved by the employee are specified in the Training Package qualification or other relevant qualification.
- (h) 'Streams' or 'Skill Streams' relates to groupings of qualifications relevant to the building, construction and related industries. Qualifications grouped within each specific "Skills Stream" are closely related and relevant to specific aspects of the construction process.

For the purpose of this Award, the following skills streams are relevant:

- General Construction Skills Stream;
  - Off-site Skills stream; and
  - Services Skills stream.
- (i) 'Points' means the points assigned to an employee who successfully completes units of competence within a qualification that may lead to the issue of a Statement of Attainment. One (1) Point is the equivalent of each 10 hours of time nominally assigned from the unit/s or element/s of competence undertaken.
- (j) 'Supervision' within the classification structure relates to the increasing value of the employee to the employer in terms of the degree of autonomy, decision-making, problem-solving application and responsibility of the employee as an individual or within a Work Area Team environment. This Award recognises two 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;
  - may be subject to progress checks but such checks are usually confined to ensuring that, in broad terms, satisfactory progress is being made;
  - has their assignments reviewed on completion;
  - although technically competent and well experienced there may be occasions on which the person will receive more detailed instructions; and
  - usually operates within a Work Area Team but may have specified areas of autonomy to perform a range of allocated activities and functions.

(ii) 'Limited Supervision' applies to a person who:

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

(k) '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 that maximises productivity and the utilisation of skills.

(l) 'New Entrant' means an employee who has never achieved relevant industry experience. Where there is a dispute over the status of an employee in this regard the dispute settling procedures contained within this Award shall be followed. The New Entrant classification does not apply to persons who were employed in the building, construction and related industries prior to the introduction of this new classification structure. Existing employees are subject to the translation arrangements set out in the translation schedule. The purpose of introducing the New Entrant level is not to displace existing employees, but to facilitate the introduction of a career path. Accordingly, an employer shall not purposely "turn over" employees within the New Entrant classification as an alternative to engaging employees on an ongoing basis.

#### 5.1.7 The Skill Based Career Structure

Under the new classification structure, an employee's building and construction industry skills are to be formally recognised, industry wide, at all levels. Employees will be eligible to move up the classification structure as they acquire additional accredited skills. Payment and classification 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.

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. 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-learned skills and structured training.

### CLASSIFICATION STRUCTURE

*Definition of Classification Levels:*

#### **Building Worker Level 1 (BW1)**

##### **Description:**

	Relativity to tradesperson %
BW1(a): (New Entrant): Upon commencement in the industry	85
BW1(b): After three months in the industry	88
BW1(c): After twelve months in the industry	90
BW1(d): Upon fulfilling the substantive requirements of Building Worker 1, as detailed below	92.4

A Building Worker Level 1 (BW1) works under general supervision in one or more skill streams contained within this Award. An employee at BW1 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.

*Skills and duties*

An employee at BW1 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 WAT, and may be required to perform a range of duties across the two 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.

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.

The BW1 classification incorporates the following broadbanded Award classifications:

- Labourer
- Bricklayer's Labourer
- Plasterer's Labourer
- Labourer assisting any other tradesperson
- Assistant Rigger (as defined)
- Assistant Powder Monkey
- Demolition Worker (after three months experience)
- Gear Hand
- Steel Erector (whether Prefabricated or otherwise)
- Aluminium Alloy Structural Erectors
- Steel or Bar Bender to Pattern or Plan
- Underpinner
- Trades Labourer
- Jackhammer Person
- 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 and
- Concrete Formwork Stripper.

### **Building Worker Level 2 (BW2)**

*Relativity to tradesperson - 96%*

A Building Worker Level 2 (BW2) works under limited supervision in one or more skill streams contained within this Award. A BW2 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.

*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 WAT and may be responsible for the supervision of one or more employees working at BW1 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 WAT 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 WAT; and
- applies quality control techniques to the employee's own work and other employees within the WAT.

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.

The BW2 classification incorporates the following broadbanded award classifications:

- Certified Scaffolder
- Rigger
- Dogperson
- Powder Monkey
- Hoist or Winch Driver
- Foundation Shaftworker
- Steelfixer
- Tack Welder and
- Concrete Finisher.

### **Building Tradesperson Level 1 (BT 1)**

*Relativity to tradesperson - 100%*

A Building Tradesperson Level 1 (100%) works individually or in a team environment in a trade contained within this Award. A Building Tradesperson Level 1 will:

- Have successfully completed a relevant trade apprenticeship or its AQF equivalent; or
- Have successfully completed, in accordance with RPL principles a competency assessment for this level.

A Building Tradesperson level 1 incorporates the broadbanded trade classifications included in Clause 1.7 Definitions of this Award, including, but not limited to:

- Bricklayer
- Carpenter
- Floor Specialist
- Glazier
- Joiner
- Licensed Drainer
- Machinist
- Mason
- Painter
- Plasterer
- Plumber
- Sandblaster
- Shopfitter
- Signwriter
- Tiler and

- Waterproofer.

#### *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. They will undertake indicative tasks within the scope of the skills that they possess.

A Building Tradesperson Level 1 at this level demonstrates:

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

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

- Trade skills associated with certificated trades within the scope of this Award;
- Non-trade tasks incidental to their work;
- Informal on-the job guidance to a limited degree;
- Instruction of apprentices in the correct performance of trade related skills;
- Has knowledge of work within the Plumbing and Mechanical Services Sector of the Services Stream, or the General Construction, or the Off Site Construction Stream.

#### **Building Tradesperson Level 2 (BT 2)**

*Relativity to tradesperson - 105%*

A Building Tradesperson Level 2 works individually or in a team environment. A Building Tradesperson Level 2 will:

- Have successfully completed an additional 12 points of relevant structured training from another Trade or Post Trade in addition to the requirements of a BT 1; or
- Have successfully completed, in accordance with RPL principles, a competency assessment for this level; or
- For Local Authorities including the Brisbane City Council - a Licensed Plumber (i.e. a Plumber registered in accordance with clause 1.7.19; or
- For Queensland State Government and Government Instrumentalities
- Licensed Plumbers upon acquiring and being required to use additional licences and/or endorsements that equate to 12 points from the Schedule below:

Licences and Endorsements	Points
Thermostatic Mixing Valves	3.2
Backflow Prevention	4
Restricted Electrical Licence	5.6
Urban Irrigation Installation	8.2
Gas Installers' Licence	12

The above training requirements may be obtained in relation to:

- A range of skills, including, but not limited to trade skills, in comparable trades other than that in which they are primarily employed, which would allow an employee to perform a range of duties across trades as required by the employer.

It is necessary to ensure that the tradesperson has undertaken the necessary training (either on or off the job) or has the necessary experience, is at a competent level to perform the duty and would meet existing licensing requirements, where applicable.

For Local Authorities including the Brisbane City Council, a Building Tradesperson Level 2 includes a Plumber or Licensed Drainer whose duties require that they have an additional 12 points of training beyond their own trade classification at level 1.

#### *Skills and Duties*

An employee at this level performs work to the extent of their skills, competence and training. Employees will have completed the required training or will have the equivalent skills gained through work experience in accordance with the prescribed standards for this level. They will undertake indicative tasks within the scope of the skills that they possess.

A Building Tradesperson Level 2 works above and beyond a Building Tradesperson Level 1 and to the level of their training:

- Exercises skills gained through satisfactory completion of the training prescribed for this level or through satisfactory completion of a skills assessment for this level;
- Exercises discretion within the scope of this level;
- Works under general supervision either individually or in a team environment;
- Understands and implements quality control techniques;
- Provides guidance and assistance as part of a work team;
- Works in a safe manner so as not to injure themselves or other employees; and
- Exercises trade skills relevant to the requirements of the enterprise at a level higher than an employee at Level 1.

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

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

### **Building Tradesperson Level 3 (BT 3)**

*Relativity to tradesperson - 110%*

A Building Tradesperson Level 3 works individually or in a team environment. A Building Tradesperson Level 3 will:

- Have successfully completed an additional 12 points of relevant structured training from another Trade or Post Trade in addition to the requirements of a BT 2; or
- Have successfully completed, in accordance with RPL principles, a competency assessment for this level; or
- Licensed Plumbers upon acquiring and being required to use additional licences and/or endorsements that equate to 12 points, in addition to the requirements in BT 2, from the Schedule below:

Licences and Endorsements	Points
Thermostatic Mixing Valves	3.2
Backflow Prevention	4
Restricted Electrical Licence	5.6
Urban Irrigation Installation	8.2
Gas Installers' Licence	12

The above training requirements may be obtained in relation to:

- a range of skills in comparable trades other than that in which they are primarily employed, which would allow an employee to perform a range of duties across trades as required by the employer.

It is necessary to ensure that the tradesperson has undertaken the necessary training (either on or off the job) or has the necessary experience, is at a competent level to perform the duty and would meet existing licensing requirements, where applicable.

For Local Authorities including the Brisbane City Council a Building Tradesperson Level 3 includes a Plumber, Licensed Plumber or Licensed Drainer whose duties require that they have an additional 12 points of training beyond their own trade classification at Level 2.

### *Skills and Duties*

An employee at this level performs work to the extent of their skills, competence and training. Employees will have completed the required training or will have the equivalent skills gained through work experience in accordance with the prescribed standards for this level. They will undertake indicative tasks within the scope of the skills that they



possess.

A Building Tradesperson Level 3 works above and beyond a Building Tradesperson Level 2 and to the level of their training:

- Exercises the skills attained through satisfactory completion of the training and standard prescribed for this classification;
- Provides guidance and assistance as part of a work team;
- Assists in the provision of training in conjunction with supervisors and trainers;
- Understands and implements quality control techniques and is responsible for the quality of their work and is able to identify faults in the work of others at this or lower levels;
- Works in a safe manner so as not to injure themselves or other employees.
- Is able to identify hazards and unsafe work practices which may affect others in the team environment;
- Exercises excellent interpersonal skills;
- Performs work under limited supervision either individually or in a team environment; and
- Exercises discretion within their level of skill.

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

- Exercises high precision trade skills using various materials and/or specialised techniques;
- Utilises additional trade licenses;
- Utilises post trade skills;
- Utilises trade skills not related to the employees' designated core trade; and
- Performs tasks on a CAD/CAM terminal in performance of routine modifications.

#### 5.1.8 *Allocation to Skill Streams contained within this Award:*

Workers shall be primarily employed in the General Construction, Off-Site Construction or Services Skills Stream in accordance with the established structure of the National Training Package for the construction industry. Skill Stream allocation shall be principally determined by the designated core trade of each employee.

#### 5.1.9 *Training:*

- (a) To facilitate the above training objectives an employer shall, through appropriate consultation develop a training program consistent with the business needs of the enterprise relative to:
- the size, structure and scope of the activities of the employer; and
  - the need to develop vocational skills relevant to both the enterprise and the building and construction industry generally through courses conducted by accredited educational institutions and providers.

No employer shall be compelled to fund training that is not required by the enterprise

- (b) Where, as a result of consultation in accordance with clause 5.1.9(ii) 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 access to such training.

- (c) Any costs associated with standard fees for prescribed course and prescribed textbooks (excluding those textbooks which are contained in the employer's technical library) incurred in connection with the undertaking of training pursuant to clause 5.1.9(ii) above 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 clause 5.1.9(ii) which exceed those normally incurred travelling to and from work shall be reimbursed by the employer.

- (e) Where it is determined, through the classification process, that an employee is required to perform certain tasks and the employee is not yet competent in that task, the employer shall, as soon as practicable, provide the necessary training to progress the employee to full competence. Such training shall be funded by the employer.

An employer may instruct an employee not to perform certain tasks which they are not yet competent in. In

such a case training by the employer will not be required.

- (f) Any disputes arising from the operation of this clause shall be subject to the dispute settlement procedure contained in clause 2.5 of the Award.

#### 5.1.10 *Multi skilling*

Multi-skilling facilitates employees working in non-traditional work areas and requires trades staff to perform duties and use skills that are not a part of their designated core trade. Higher skill levels may be beneficial to business operation and it is acknowledged employees should be remunerated according to the skills they are required to use. The reclassification process provides for wage levels to be determined according to skill levels with higher wages available to employees who are required to have and use the necessary competencies.

Employees who wish to progress through the classification structure may be required to up-skill and or cross-skill to meet the requirements of higher classification levels. Skills may be acquired from a variety of occupational areas. The business needs of the enterprise shall determine the skills required beyond the scope of the existing trade qualifications.

Upon request by the employee, existing trade skills used by an employee and required by the employer that are not part of the employee's designated trade, shall be identified, acknowledged, assessed, and counted towards a reclassification outcome.

Wherever possible registered competencies existing within the AQTF shall be used as a benchmark for the assessment of vocational skills.

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

Formal recognition of skills shall occur through either a skills assessment conducted in accordance with RPL principles, or through the acquisition of a statement of attainment issued by a Registered Training Organisation

Where it is identified that trade employees are required to use skills that are beyond the scope of their designated core trade, the employer shall ensure that a skills assessment is conducted to accurately determine the employees' competence in those skills so that the extra skills required can be formally recognised for the purpose of reclassification.

The employer shall be responsible for any costs associated with the skills assessment process. Results of skills assessments shall remain the property of the employee. Employees shall provide the results of skills assessments to the employer as required.

#### 5.1.12 *Re-classification*

In seeking upward reclassification, employees will be required to demonstrate that they meet the full requirements of the specific skill level in accordance with the criteria outlined in this Award and are required to carry out the duties at that level.

The employer may instruct an employee not to exercise competencies that they possess. In such a case, an employee cannot seek reclassification for possessing such competencies.

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

Upward progression for tradespersons through the classification structure will be facilitated through the process of re-classification. Employees will be provided the opportunity to be re-classified as they develop skills and appropriate to the requirements of the employer.

Progression through the classification structure can be achieved by the following processes:

- (a) All trade employees shall commence at the 100% classification level. To achieve this level, the employee must hold an existing AQF Level 3 trade certificate, or have been assessed as competent in all core and the minimum number of elective competencies for the designated trade.
- (b) Acquisition of 12 "points" from outside their own trade at the Certificate 3 level or higher, in addition to the requirements of the employees' current level. This is equivalent to 120 nominal hours of accredited training. The acquisition of 12 points will result in the employee advancing one level higher than their current classification level. The employee shall advance one level for each 12 points acquired up to BT3 level.
- (c) Acquisition of 12 "points" of specialist post trade competencies in the employees own trade at AQF level 4

or higher (including specific licenses and endorsements for plumbers provided in the classification structure), in addition to the requirements of the employees' current level. This is equivalent to 120 nominal hours of accredited training. The acquisition of 12 points will result in the employee advancing one level higher than their current classification level. The employee shall advance one level for each 12 points acquired up to BT3 level.

- (d) The assessed competencies must be relevant to the work being performed and required by the employer.
- (e) Competencies may be drawn from other trade qualifications.

#### 5.1.14 *Classification Disputes Procedure*

It is recognised that from time to time disputes may arise as to the proper classification of a position or job to be filled by an employee. In the event that a dispute as to the proper classification or reclassification of a position or job does arise the dispute settlement procedure contained in clause 2.5 of the Award shall apply:

Provided that the parties to the dispute may call upon people/organisations with technical/educational expertise (such as CTQ) and any other persons they believe would assist in the resolution of the dispute.

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

- the nature and skill requirements of the position to be filled;
- the skill level and certification of the employee;
- the experience and qualifications of the employee;
- relevant indicative tasks nominated in this new structure; and/or
- fields of work against which an employee is accredited.

Appropriate procedures will be established for testing the validity of an employee's claim for reclassification.

#### 5.1.15 *Translation*

Employees covered by this Award, excluding those employees whose classification appear in Schedule 2 of this Award, shall transfer from their current classification to the new classification structure in accordance with the Translation Schedule:

Provided that no employee shall be disadvantaged or have their hourly rate reduced as a result of the introduction of this classification structure.

Upon translation to the new classification structure existing employees will be regarded as satisfying the requirements of the new skill level to which they translate.

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 the new structure.

#### **Translation Schedule**

<b>Old Classification Level for employees of Local Authorities including the Brisbane City Council</b>	<b>Old Classification Level for employees excluding employees of Local Authorities</b>	<b>New Classification Level</b>	<b>New Relativity %</b>
Labourer (not identified elsewhere)	Labourer (not identified elsewhere)	BW 1(c)	90

Gear Hand, Gantry Hand, Jackhammer Person, Concrete Cutting Or Drilling Machine Operator, Steel Bender.	Bricklayers' Labourer, Plasterers' Labourer, Labourer Assisting Any Other Tradesperson, Assistant Rigger (As Defined), Assistant Powder Monkey, Demolition Worker (After Three Months Experience), Gear Hand, Jackhammer Person, Mixer Driver (Concrete), Steel Erector (Whether Prefabricated or Otherwise), Gantry Hand or Crane Hand, Crane Chaser, Concrete Cutting or Drilling Machine Operator, Concrete Floater (As Defined), Roof Layer (Malthoid or Similar Material), Dump Cart Operator, Steel or Bar Bender To Pattern or Plan, Underpinner, Concrete Formwork Stripper	BW 1 (d)	92.4
Certificated Scaffolder Powder Monkey, Hoist Driver, Dog-person.	Powder Monkey, Hoist or Winch Driver, Foundation Shaftworker, Steelfixer, Tack Welder; Concrete Finisher, Rigger, Dog-person..	BW 2	96
Mason, Joiner, Shop Fitting, Machinist, Glazier, Carpenter, Bricklayer, Plumber, Licensed Drainer, Painter, Fibrous Plasterer, Plasterer, Floor Specialist, Signwriter, Sand Blaster, Tiler	Mason, Joiner, Shop Fitting, Machinist, Glazier, Carpenter, Bricklayer, Plumber, Licensed Drainer, Painter, Fibrous Plasterer, Plasterer, Floor Specialist, Signwriter, Sand Blaster, Tiler	<b>Trade</b> BT 1	100

## 5.2 Allowances

5.2.1 The allowances prescribed in clause 5.2 shall be paid irrespective of the times at which work is performed and, unless specifically provided, shall not be subject to any premium or penalty.

5.2.2 Where more than one of the allowances provides payments for disabilities of substantially the same nature, then only the highest of such rates shall be payable.

### 5.2.3 *Asbestos*

(a) Employees required to use materials containing asbestos or to work in close proximity to employees using such materials shall be provided with and shall use all necessary safeguards as required by the appropriate occupational health authority and where such safeguards include the mandatory wearing of protective equipment (i.e. combination overalls and breathing equipment or similar apparatus) such employees shall be paid 71.3c extra per hour whilst so engaged.

(b) The following shall apply to employees engaged in the process of asbestos eradication on the performance of work within the scope of this Award.

Asbestos eradication is defined as work on or about buildings, involving the removal or any other method of neutralisation of any materials which consist of, or contain asbestos.

All aspects of asbestos work will meet, as a minimum standard, the National Health and Medical Research Council codes, as amended from time to time, for the safe demolition/removal of asbestos based materials.

Without limiting the effect of the above provision, any person who carried out asbestos eradication work shall do so in accordance with the legislation/regulations prescribed by the appropriate authorities.

In addition to the rates prescribed in this Award, an employee engaged in asbestos eradication (as defined) shall receive in addition \$1.9535 per hour worked in lieu of all special rates, except those for hot work, cold work, swing scaffold, and second hand timber.

Respiratory protective equipment, conforming to the relevant parts of the appropriate Australian Standard (i.e. 1716 "Specification for Respiratory Protective Devices") shall be worn by all personnel during work involving eradication of asbestos.

5.2.4 *Bricklayers on repair work* - Employees engaged in repairing the brickwork of furnaces and settings in connection with boilers, bakers' ovens, annealing, smelting or coke ovens, kilns, gas retorts, or furnace work of any description, and employees engaged on the construction of brick settings and furnaces in connection with boilers or building ovens or furnaces of any description, where such work is carried out with second-hand bricks (i.e., with bricks which have been previously set in mortar or fire-clay in any construction work) shall be paid for at not less than one and 1/6th times the ordinary rates:

Provided that hot work (work at a temperature of 43 degrees Celsius or over) shall be paid for at one and 1/3rd times the ordinary rates.

The foregoing shall not apply to any kiln or furnace work in connection with the burning of bricks, pipes or tiles or any earthenware goods.

5.2.5 *Brisbane City Council - Brisbane Transport* - Tradesmen employed on the maintenance, repair and advertising operations on buses operated by the Brisbane City Council, Brisbane Transport, shall be paid an allowance at the rate of \$29.70 per week, which shall be treated as part of the ordinary weekly wage for the purposes of this Award.

5.2.6 *Building trade employees of Public Hospitals* - shall be paid a weekly all purpose allowance of \$11.00 per week in addition to their ordinary rates of pay which shall be in substitution for the allowances set out in clauses 5.2.10(c), 5.2.13, 5.2.15, 5.2.17, 5.2.20(a), 5.2.22, and 5.2.29.

Employees of the above Public Hospitals shall be provided with 3 sets of working clothes free of cost on the commencement of employment and this clothing shall be replaced on presentation of worn out articles to the employer:

Provided that employees shall not be entitled to payment under clause 5.2.29 (Work in excessive heat) and 5.2.11 (Dirty work).

5.2.7 *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 shall be paid an additional 58.95c per hour extra:

Provided that this allowance shall not be payable cumulative on the allowance for swing scaffolds set out in clause 5.2.25.

5.2.8 *Computing quantities* - Employees who are regularly required to compute or estimate quantities of materials in respect to the work performed by other employees shall be paid an additional \$4.21 per day or part thereof:

Provided that this allowance shall not apply to an employee classified as a leading hand and receiving the allowance prescribed in clause 5.2.19.

5.2.9 *Confined space* - An employee required to work in a place that the dimension or nature of which necessitates working in a cramped position and without sufficient ventilation, shall be paid an allowance of 71.3c per hour extra for the actual time such employee is so employed.

#### 5.2.10 *Construction allowances*

(a) *Bagging* - Employees engaged upon bagging brick or concrete structures shall be paid 54.3c per hour extra.

(b) *Multi-storey rate* - For the construction of multi-storeyed buildings:

From commencement of building to 15th floor level	44.85c per hour extra.
From 16th floor level to 30th floor level	57.35c per hour extra.
From 31st floor level to 45th floor level	86.9c per hour extra.
From 46th floor level to 60th floor level	111.65c per hour extra.
From 61st floor level onwards	\$1.3945 per hour extra.

(c) *Underpinning* - An additional 71.3c per hour shall be paid for all work done in underpinning walls or in confined situations, such as holes or shafts, provided that the depth of such holes or shafts is 1.8 metres or over.

(d) *Work on steel/scaffolding* - Builders' labourers required to work on structural steel buildings over 2 storeys in height in the erection of structural steel, other than as employees entitled to payment under clause 5.2.10(b) multi-storey rate, shall be paid 52.85c per hour extra for heights up to 30.4 metres; 97.75c per hour extra for

heights above 45.7 metres and up to 61 metres; and 58.95c per hour additional for each 15.2 metres over 61 metres.

Scaffolders and their assistants required to work on the erection or dismantling of scaffolding in connection with multi-storeyed building construction shall be paid 52.85c per hour extra when employed at heights of up to and including 30.4 metres; 97.75c per hour extra for heights over 30.4 metres and up to 45.7 metres; \$1.3945 per hour extra for heights over 45.7 metres and up to 61 metres; and 58.95c per hour additional for each 15.2 metres over 61 metres - on buildings consisting of more than 2 storeys:

Provided that such employees shall not be entitled to payment under clause 5.2.10(b).

- (e) Towers allowance - An employee working on a chimney stack, spire, tower, radio or television mast or tower, air shaft (other than aboveground in a multi-storey building), water tower, cooling tower or silo, where the construction exceeds 15 metres in height shall be paid for all work above 15 metres an additional 58.95 cents per hour, with 58.95c per hour additional for work above each further 15 metres:

Provided that any similarly constructed building or a building not covered by clause 5.2.10(b), which exceeds 15 metres in height, may be covered by clause 5.2.10(e) or by clause 5.2.10(b) by agreement or where no agreement is reached, by determination of the Commission:

Provided further that the allowances prescribed by clauses 5.2.10(b), 5.2.10 (d), 5.2.13, 5.2.15, 5.2.17, 5.2.18, and 5.2.29 shall not be cumulative upon the extra allowance provided in clause 5.2.10.

- 5.2.11 *Dirty work* - An employee engaged on unusually dirty work to which no other allowance applies shall be paid 58.95c per hour extra.
- 5.2.12 *An employee required to clean down bricks* - using acids or other corrosive substances shall be paid 54.3c per hour extra.
- 5.2.13 *Explosive powered tools* - Employees required to use explosive powered tools shall be paid \$1.38 per day extra for each day such tool is used.
- 5.2.14 *Grindstone allowance* - The employer shall provide a power driven grindstone of a type suitable for maintaining employees' hand tools, at every shop, job or building site as required.

In event of there being no grindstone provided, the employer shall pay to each employee the sum of \$4.00 per week extra in lieu of same.

- 5.2.15 *Insulation work* - When working in a dust-laden atmosphere caused by the use of materials for insulating, deafening, or pugging work, when, for instance, pumice, charcoal, or any other substitute, including cork and sawdust is used, or when working on insulating work in an average temperature of 7 degrees Celsius or under, employees shall be paid not less than 71.3c per hour extra.

An employee employed on work which involves the handling of charcoal, pumice, slagwool, insulwool or other loose material of a like nature used on the construction, repair, or demolition of roofing, flooring walls or partitions, for providing insulation against heat, cold or noise, shall be paid at the rate of 71.3c per hour extra:

Provided that employees engaged at fixing insulation materials with hot bitumen shall be paid 71.3c per hour extra.

- 5.2.16 *First-aid attendant* - Where an employer appoints an employee, who holds an appropriate first-aid certificate, as a first-aid attendant, an additional \$12.40 per week in which the employee works 3 days or more shall be paid to such employee.
- 5.2.17 *Labourers mixing wet concrete or compo* - Labourers employed mixing or depositing wet concrete or any labourer employed mixing compo for bricklayers or plasterers shall be paid 53c per day extra.
- 5.2.18 *Laying other than standard bricks and heavy blocks* - Stonemason and Assistants; Bricklayers laying other than standard bricks and Builders' Labourers handling building blocks (other than cindicrete blocks for plugging purposes) shall be paid as follows:

For bricks over 5.5kg	58.95c per hour extra;
Over 9kg and up to 18kg	102.35c per hour extra;
Over 18kg	\$1.4735 per hour extra.

Provided that an employee shall not be required to lift a building block in excess of 20kg in weight unless such employee is provided with mechanical aid or with an assisting employee:

Provided further that Stonemasons and their assistants shall not receive the above allowances if the employer provides mechanical means for the handling, lifting and placing of heavy blocks.

5.2.19 *Leading hand* - An employee in charge of other employees shall be paid the undermentioned additional amounts according to the number of persons in this charge:

	Per day
All other than plumbers -	\$
(a) In charge of not more than 1 person	3.50
(b) In charge of 2 and not more than 5 persons	7.71
(c) In charge of 6 and not more than 10 persons	9.70
(d) In charge of more than 10 persons	12.92
Plumbers only -	
(a) In charge of not more than 1 person	5.03
(b) In charge of 2 and not more than 4 persons	6.99
(c) In charge of more than 4 persons	9.85

Leading hand allowances shall be taken into consideration in the computation of overtime, payment for annual leave, sick leave, public holidays, week-end work, etc.

A 'leading hand plumber' means a qualified plumber who has one or more employees, other than apprentices, under leading hand's control.

For Queensland State Government and Government Instrumentalities only - Where the employer is not a licensed plumber, the plumber in charge of the work shall be deemed to be a leading hand plumber.

5.2.20 *Obnoxious or toxic substances*:

(a) An employee engaged in the preparation and/or the application of epoxy based materials or an employee using toxic substances, or materials of a like nature shall be paid 71.3c per hour extra:

Provided that employees working in close proximity to employees using toxic substances shall be paid 58.95c per hour extra.

(b) For the purpose of clause 5.2.20 obnoxious or toxic substances shall include epoxy based materials, and all materials which include or require the addition of a catalyst hardener and reactive additives or 2 pack catalyst system shall be deemed to be materials of a like nature.

(c) Employees required to use toxic substances shall 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.

(d) Employees using such materials will be provided with and shall 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 determined by a competent authority.

5.2.21 *Plasterers in sewers* - Plasterers engaged in sewer or shaft work in drains 1.22 metres and over in diameter shall be paid 34.25c per hour extra. In drains under 1.22 metres in diameter they shall be paid 43.4c per hour extra.

5.2.22 *Plasterers top-dressing floors* - Plasterers engaged in top-dressing floor work or patching old and dirty work shall be paid 34.25c per hour extra. This shall not apply to terrazzo layers.

5.2.23 *Roof repairs* - Employees engaged on repairs to existing roofs shall be paid 71.3c per hour extra.

5.2.24 *Second hand timber* - Where, whilst working with second hand timber, an employee's tools are damaged by nails, dumps or other foreign matter on the timber the employee shall be entitled to an allowance of \$2.29 per day on each day upon which the employee's tools are so damaged, provided that no allowance shall be payable unless it is reported immediately to the employer's representative on the job in order that the employer's representative may approve the claim.

5.2.25 *Swing scaffold* - A payment of \$4.21 for the first 4 hours or any portion thereof, and 86.9c for each hour thereafter on any day shall be made to any person employed:

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

#### 5.2.26 Tool allowances

- (a) The following tool allowances shall be paid in addition to the ordinary rates for the tradespersons set out hereunder when using their own tools:

	Per Week \$	
Carpenter and/or Joiner	24.70	
Plumber and Gasfitter	24.70	
Plasterer and Tiler	20.40	
Bricklayer	17.50	
Stonemason	17.50	*
Waterproofer	9.60	
Signwriter, Painter, Glazier	5.90	
Licensed Drainer	5.90	

\* Payable only when on site.

These allowances shall not be paid while the employees are absent on annual leave.

- (b) *Tools supplied by glaziers*

The maximum list of tools to be supplied by glaziers when required to use such tools in their employment shall be as follows:

2 putty knives (one facing, one stripping), 12mm wood chisel, light claw hammer, pair pincers, duster nail punch, hacking knife, heavy claw hammer, 1 metre folding rule, one pair 250 mm snips:

Provided that a glazier employed other than in a joinery shop shall supply in addition to the above the following:

Medium screwdriver, heavy punch, centre punch, prick punch, broad knife, marking line (20 metres), one 3 metre steel tape.

- (c) *Tools supplied by employer:*

The employer shall be required to provide the following tools and appliances where necessary:

Chain wrenches, pipe cutter, plumbing irons, ratchets, stocks and dies, taps and drills, vices, soldering iron file, and hacksaw blades, hammers over .9 kilos in weight, pinch bars, and all pipe tongs 300 mm and over in length, chamois leather, gilding tip, gilding knife, gilding brush, signwriter's mop, dagger liner, sponge, pliers, claw hammer, screw driver, stripping knife, large compass, duster, perspex square, tracing wheel, T square, sign cutter, glass cutters and putty knife.

5.2.27 *Tunnel work* - An employee engaged in tunnel work and required to work underground (other than pot and drive work at a depth of 3.6 metres or less or in shafts with a cross section area of less than 13.3 square metres, which will be sunk to a depth greater than 6 metres or in trenches more than 1.8 metres in depth and less than .9 metres in width shall be paid 53c per day or shift extra.

5.2.28 *Wet work* - When employees are required to work in any place where water is continually dripping so that their clothing becomes wet with water, or when they are required to work where there is water under foot so that the feet of the employees become wet, such employees shall be paid not less than 58.95c per hour extra:

Provided that such 58.95c per hour shall not be payable when protective clothing or boots are supplied.

When an employee is instructed by the employer or the employers authorised representative to work in the rain and by so doing gets wet clothing, the employee shall be paid double rates for all time so worked with a minimum of one hour.



Such payment shall continue until such time as the employee finishes work or is able to change into dry clothing.

- 5.2.29 *Work in excessive heat* - An employee who finds that the temperature is excessive shall be entitled to request the employer or employer's representative to take reasonable action to reduce the temperature to below an excessive level. The employee shall not be required to work in excessive heat when it is not safe to do so.

When the employer is unable to reduce the temperature below 54 degrees Celsius the employee shall be entitled to receive 71.3c per hour extra. Where work continues for more than 2 hours in temperatures exceeding 54 degrees Celsius, the employee shall rest for at least twenty minutes after every 2 hours. Work shall only resume if it is safe to do so.

When the temperature is between 46 and 54 degrees Celsius and the employer has been unable to reduce the temperature below 46 degrees, the employee shall receive 58.95c per hour extra.

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

- 5.2.30 *Working in the rain* - When an employee is instructed by the employer or the employer's authorised representative to work in the rain and by so doing gets wet clothing, the employee shall be paid double rates for all time so worked with a minimum of one hour.

Such payment shall continue until such time as the employee finishes work or is able to change into dry clothing.

- 5.2.31 *Work under unpleasant conditions* - Employees engaged in cleaning covered drains, cleaning septic tanks, on live sewer work involving personal contact with live or raw sewerage, shall be paid at the rate of time and a quarter.

### **5.3 Superannuation**

- 5.3.1 *Application* - In addition to the rates of pay prescribed in clause 5.1, eligible employees (as defined in clause 5.3.3(b)) shall be entitled to occupational superannuation benefits, subject to the provisions of clause 5.3.

#### **5.3.2 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 shall pay such contributions to the credit of each eligible 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 5.3 shall preclude an employee from making contributions to a fund in accordance with the provisions of the trust deed of the fund.
- (f) *Cessation of contributions* - An employer shall 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 shall 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 in clause 5.3.

### 5.3.3 Definitions

- (a) "Approved fund" means a fund (as defined in clause 5.3.3(c)) approved for the purposes of clause 5.3 by the Commission as one to which occupational superannuation contributions may be made by an employer on behalf of an employee, as required by clause 5.3. Such approved fund may be individually named or may be identified by naming a particular class or category.
- (b) "Eligible employee" means any employee who has been employed by the employer during 5 consecutive weeks and who has worked a minimum of 50 hours during that period. After completion of the above qualifying period, superannuation contributions shall then be made in accordance with clause 5.3.2 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" shall mean 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, fares and travelling allowances (as contained in clause 8.1.1) where applicable. The term includes any overaward payment as well as casual rates received for ordinary hours of work. Ordinary time earnings shall 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, or any other extraneous payments of a like nature. [Note: for the purposes of this clause 'ordinary hours of work' includes ordinary hours of shift work where applicable].

### 5.3.4 For the purposes of this Award, an approved fund shall be:

- (a) (i) B.U.S. (Qld)
- (ii) Sunsuper
- (iii) Q.U.E.S.T.
- (iv) Q Super - employees who are employed by Port Authorities under this Award.
- (b) Any named fund as is agreed to between the relevant employer/Union parties to this Award and as recorded in an approved Industrial Agreement.
- (c) 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.
- (d) 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.
- (e) 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 this Award would be in conflict with the conscientious beliefs of that employee in terms of section 115 of the Act.
- (f) In relation to any particular employer, any other established fund to which that employer was already actually making regular and genuine contributions in accordance with clause 5.3.2 on behalf of at least a significant number of that employer's employees covered by this Award as at 29 September 1989 and continues to make such contribution.
- (g) 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.
  - (i) Any such agreement must be recorded in writing and signed by the employer and employee and kept on the employee's file.
  - (ii) A person must not coerce someone else to make an agreement.

- (iii) Such agreement, where made, will continue until such time as the employer and employee agree otherwise, and shall be made available to relevant persons for the purposes of sections 371 and 373 (inspection of time and wage records) of the Act.
- (iv) Any dispute arising out of this process will be handled in accordance with the grievance and dispute settlement procedure in clause 3.1.

#### 5.3.5 *Challenge of a fund*

- (a) An eligible employee being a member or a potential member of a fund, as well as the relevant 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 5.3.
- (b) Notwithstanding that the Commission determines that a particular fund does not meet the requirements of clause 5.3, 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 5.3.2 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 clause 5.3, the onus of proof shall rest upon the employer.

#### 5.3.6 *Fund selection*

- (a) No employer shall 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 5.3.4(c), (d), (e), (f) and (g) shall be determined by a majority decision of employees.
- (b) Employees who are members of an established fund covered by clause 5.3.4(f) shall have the right by majority decision to choose to have the contributions specified in clause 5.3.2 paid into a fund as provided for elsewhere in clause 5.3.4 in lieu of the established fund to which clause 5.3.4(f) has application.
- (c) The initial selection of a fund recognised in clause 5.3.4 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 this provision 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 of this provision.

#### 5.3.7 *Enrolment*

- (a) Each employer to whom clause 5.3 applies shall as soon as practicable as to both current and future eligible employees:
  - (i) Notify each employee of the employee's 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 5.3.4;
  - (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 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 5.3 shall:
  - (i) complete and sign the necessary application form/s 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 5.3.2.
- (c) Where an employer has complied with the requirements of clause 5.3.7(a) and an eligible employee fails to complete, sign and return the application form/s within 28 days of the receipt by the employee of that form/s,

then that employer shall:

- (i) Advise the 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 5.3.
  - (ii) In the event that the eligible employee fails to complete, sign and return such application form/s within the specified period of 14 days be under no obligation to make any occupational superannuation contributions in respect of such eligible employee excepting as from any subsequent date from which the completed and signed application form/s is received by the employer.
  - (iii) In the event that the 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 pre-requisite to the payment of any occupational superannuation contributions.
  - (iv) At the same time as advising the eligible employee pursuant to clause 5.3.7(c)(iii) submit both to the Chief Industrial Inspector, Brisbane and to the relevant Union a copy of each letter forwarded by the employer to the eligible employee pursuant to clauses 5.3.7(c)(i) and 5.3.7(c)(iii).
- (d) Where an employer fails to provide an eligible employee with an application form/s in accordance with clause 5.3.7(a)(iii) 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/s by the employer. Where the eligible employee fails to complete, sign and return an application form/s within such period of 28 days the provisions of clause 5.3.7(c) shall apply.

#### 5.3.8 *Unpaid contributions*

Subject to Chapter 11, Part 2, Division 5 of the Act and to clause 5.3.5, 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 5.3.2 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 5.3.5, had they been paid on the due dates.

The making of such contributions satisfies the requirements of clause 5.3 excepting that resort to clause 5.3.8 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.

#### 5.3.9 *Exemptions*

- (a) Provided that clause 5.3 shall not apply to State of Queensland employees where the Government Officers Superannuation Scheme (Q Super) is mandatory for eligible employees of the Crown and other instrumentalities in accordance with the *Superannuation (State Public Sector) Act 1990*.
- (b) Local Government - Notwithstanding the provisions of clause 5.3 Town, City, Community and Shire Councils and Joint Local Authorities who are members of the Local Government Association of Queensland Inc., shall be exempted from the superannuation requirements contained herein.
- (c) An employer may apply to the Commission for exemption from all or any of the provisions of clause 5.3 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.

### 5.4 **Payment of wages**

5.4.1 Except as hereinafter provided, all wages shall be paid weekly by one of the following methods:

- (a) cash;.
- (b) cheque; or.

(c) Electronic funds transfer (E.F.T.) into a recognised financial institution nominated by the employee:

Provided that such method of payment will be at the option of the employer, and further, that where payment is made by cheque, cheque cashing facilities are reasonably available.

5.4.2 Where mutually agreed between the employer and the majority of employees concerned, all wages shall be paid fortnightly in lieu of weekly:

Provided that where it is a well-established practice to pay wages fortnightly, then such arrangement shall not be affected by the provisions of clause 5.4.2.

Provided further that the Rockhampton City Council and the Townsville City Council may also continue to pay their employees fortnightly on a day or days to be fixed by the said Councils. Not more than one day's pay shall be kept in hand.

5.4.3 Except where otherwise mutually arranged, and except in the case of Crown employees who may be paid on a day in each week to be fixed by the employer, all wages shall be paid on Fridays within 5 minutes of ceasing time. If not paid, within 5 minutes of ceasing time, waiting time shall be paid at double time rates, unless the delay is caused through no fault of the employer.

5.4.4 When an employee is discharged or voluntarily leave's the place of employment, provided the necessary required notice has been given the employee shall be paid all monies due not later than 24 hours after termination. If the employee is not so paid, waiting time shall be paid at double time (not to exceed 8 hours in any 24 hours) unless the delay is caused through no fault of the employer.

5.4.5 *Brisbane City Council employees - Calculation of monetary amounts*

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

(b) Any monetary amount specified as applying on a per hour basis shall be multiplied by the fraction 40/38. If expressed on a daily basis multiply by the fraction 10/9.

(c) Any monetary amount specified as applying on a rate per week basis shall be divided by 38 where it is necessary to determine an hourly rate in order to calculate an entitlement in respect to a part of a week.

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

### **6.1 Hours of work**

6.1.1 Subject to clause 6.1.8 (Working of a 38 hour week), and subject to the exceptions hereinafter provided, the ordinary hours of work shall be an average of 38 per week, to be worked on one of the following ways:

(a) 38 hours within a work cycle not exceeding 7 consecutive days; or

(b) 76 hours within a work cycle not exceeding 14 consecutive days; or

(c) 114 hours within a work cycle not exceeding 21 consecutive days; or

(d) 152 hours within a work cycle not exceeding 28 consecutive days.

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

Provided further that work done outside the hours of 6.00 a.m. to 6.00 p.m. shall be paid at overtime rates and will be deemed to be part of the ordinary hours of work for the purposes of clause 6.1.2.

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

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

Provided that where the ordinary working hours are to exceed 8 on any day, the arrangement of hours shall be

subject to the agreement of the employer and the majority of employees concerned.

- 6.1.5 Employees are required to observe the nominated starting and finishing times for the work day, including designated breaks to maximise available working time. Preparation for work and cleaning up of the employee's person shall be in the employee's time.
- 6.1.6 *Sewer work* - The ordinary starting time and the method of computing the working hours from bank to bank of employees of the Brisbane City Council working underground on the construction of sewers shall be the same as those prescribed for miners by the Brisbane City Council - Construction, Maintenance and General Award for the time being in force.
- 6.1.7 *Rockhampton Harbour Board and City Council and Cairns City Council* - The commencing and ceasing times prescribed in clause 6.1 shall not apply to employees of the Rockhampton Harbour Board or the Rockhampton City Council, or the Cairns City Council, who may enter into a mutual agreement with the said Board and Councils respectively to work the week between Monday and Friday inclusive; such mutual arrangement to be approved by the majority of the employees affected thereby.
- 6.1.8 *Working of a 38 hour week*
- (a) The 38 hour week will be worked in one of the following ways, most suitable to the particular enterprise, after consultation with, and giving reasonable consideration to the wishes of the employees concerned:
- (i) by employees working less than 8 ordinary hours each day; or
  - (ii) by employees working less than 8 ordinary hours on one or more days each work cycle; or
  - (iii) by fixing one or more work days on which all employees will be rostered off during a particular work cycle; or
  - (iv) by rostering employees off on various days of the week during a particular work cycle, so that each employee has one work day off during that cycle.
- (b) Subject to clause 6.1.8(c), employees may agree that the ordinary hours of work are to exceed 8 on any day, thus enabling more than one work day to be taken off during a particular work cycle.
- (c) Regardless of any other provision in clause 6.1, where the arrangement of ordinary hours of work provides for a rostered day off, the employer and the majority of employees concerned may agree to accrue up to a maximum of 5 rostered days off. Where such agreement has been reached, each accrued rostered day off must be taken within 12 calendar months of the date on which that rostered day off was accrued. Consent to accrue rostered days off will not be unreasonably withheld by either party.
- (d) Different methods of working a 38 hour week may apply to individual employees, groups or sections of employees in the enterprise concerned.
- 6.1.9 *Procedures for enterprise level discussions*
- (a) The employer and all employees concerned in each enterprise will consult over the most appropriate means of working a 38 hour week.
- (b) The objective of such consultation is to reach agreement on the method of working the 38 hour week in accordance with clause 6.1.
- (c) The outcome of such consultation must be recorded in writing.
- (d) In cases where agreement cannot be reached as a result of consultation between the parties, either party may request the assistance or advice of their Union or employer organisation.
- (e) Notwithstanding the consultative procedures outlined above, and notwithstanding any lack of agreement by employees, the employer has the right to make the final determination as to the method by which the 38 hour week is to be worked from time to time.
- (f) Upon giving 7 days' notice or such shorter period as may be mutually agreed upon, the method of working the 38 hour week may be altered, from time to time, following negotiations between the employer and employees concerned, utilising the provisions of clause 6.1 including 6.1.9(e).

## 6.2 Shift work

- 6.2.1 Employees covered in this Award may be required to perform shift work in accordance with the provisions of clause 6.2.
- 6.2.2 Except as provided for in clauses 6.2.3, 6.2.4 and 6.2.5 an employer desirous of working shift work on any particular job or jobs may enter into agreement with the relevant Union, or failing agreement may apply to the Commission.
- 6.2.3 *Townsville City Council* - Employees engaged on after hours plumbing work at and/or for the Townsville City Council can be required to work on shifts in accordance with rosters forwarded to the Union each quarter.
- 6.2.4 *Shift allowances* - In addition to the wage rates prescribed by clause 5.1, such employees shall be paid the afternoon and night shift allowances set out hereunder for each afternoon or night shift worked.

(a) Afternoon shift 12.5% (or \$9.70 whichever is greater)

(b) Night shift 15% (or \$9.70 whichever is greater)

(c) It is a condition of this Award that no employee is disadvantaged as a result of this change from a flat rate shift allowance to a percentage shift allowance.

(d) This extra rate shall not apply to shift work performed on Saturdays and Sundays. Where 2 shifts per day are worked over a period of 7 days per week, one and a-half times ordinary rates shall be paid from midnight Friday to midnight Sunday.

(e) For the purposes of clause 6.2.4 the percentage which is quoted shall be the amount which is payable for each shift in addition to the employee's ordinary time wage rate.

- 6.2.5 The following provisions shall only have application to work performed in a Joinery, Shopfitting workshop, factory or yard as defined in this Award:

Provided that until further order, clause 6.2.5 shall not apply to factory premises wherein the main activity is glazing work:

(a) For the purposes of clause 6.2.5 the following definitions shall apply:

(i) Afternoon shift means any shift finishing after 6.00 p.m. and at or before midnight;

(ii) Night shift means any shift finishing after midnight and at or before 8.00 a.m.

(b) Subject to the exceptions provided below the ordinary working hours of shift workers shall be an average of 38 per week to be worked in accordance with the provisions of clause 6.1 save that clause 6.1.2 shall not apply.

Notwithstanding the provisions of clause 6.1 the ordinary hours of work shall be worked between Monday to Friday inclusive with a paid 20 minute meal break.

Where shifts commence before midnight on a Sunday or any holiday prescribed in clause 5.2 of this Award the time so worked before midnight shall not entitle an employee to the Sunday or holiday rate.

(c) Work in excess of the ordinary shift hours shall be paid at the rate of double time:

Provided that the applicable shift allowance shall not be subject to any such penalty.

(d) Shift work allowance - When employed on afternoon or night shift an employee shall be paid rates prescribed in clause 5.1 plus 15%. This shift loading shall not apply to shift work performed on Saturdays and Sundays. Where shifts are worked over a continuous period of 7 days per week, one and a-half times ordinary rates shall be paid from midnight Friday to midnight Sunday.

#### 6.2.6 *Shift work on sewers*

Employees performing sewerage construction work may work underground, at Award rates, on continuous shifts, corresponding to those worked by other underground workers:

Provided that where continuous shifts are not required, shift work may be performed at such times as may be arranged, provided that each shift shall consist of 8 hours, bank to bank including 3/4 of an hour for crib on the surface, and

provided that no employee shall be required to work night shift more than one week in 3, or afternoon shift more than one week in 2.

### **6.3 Overtime**

6.3.1 All time worked in excess of the ordinary working hours on any day shall be deemed overtime.

6.3.2 All overtime in any one day, except as hereinafter provided, shall be paid for at one and one-half times the ordinary rate for the first 2 hours and double time thereafter.

Should an employee start work within 2 hours of the usual starting time, the employee shall be paid at the rate of time and one-half for such time preceding the usual starting time, but thereafter at ordinary rates.

6.3.3 No employee shall be required to work more than 16 hours' overtime in any one week, urgent shop repairs and breakdown jobs excepted. For such urgent shop repairs or breakdown jobs, where an excess of 16 hours' overtime in any one week is worked, overtime at double the ordinary rate shall be paid for such excess.

6.3.4 An employee recalled to work overtime after leaving the employer's business premises (whether notified before or after leaving the premises) shall be paid for a minimum of 4 hours' work at the appropriate rate.

Overtime worked in the circumstances specified in clause 6.3.4 shall not be regarded as overtime for the purpose of clause 6.3.9 when the actual time worked is less than 3 hours on such recall or on each of such recalls.

6.3.5 If an employee is called upon to work overtime commencing on Saturday the employee shall be paid for a minimum of 3 hours. Such payment to be at one and one-half times the ordinary rate for the first 2 hours and double time thereafter. All work done on Sundays shall be paid for at double the ordinary rate of payment.

(a) Any employee required to work overtime on a Saturday or Sunday beyond the fifth hour of such overtime, shall be entitled to an unpaid meal break of thirty minutes.

(b) Should the employee be required to continue such overtime beyond 9 hours, the employee shall be entitled to a further break of 30 minutes for which no deduction of pay shall be made.

(c) After each further 4 hours of overtime, the employee shall be entitled to a 45 minute break for which no deduction of pay shall be made, provided that the employee is required to continue working thereafter.

(d) The employer shall supply a reasonable meal at the employer's expense at all paid breaks, which are herein prescribed or pay an allowance of \$12.10 in lieu thereof.

6.3.6 When any portion of an hour's overtime is worked, the employee shall receive payment in respect of any broken part of an hour for not less than one-quarter of an hour at current overtime rates.

6.3.7 When any portion of a meal break is worked, such portion shall be paid for at double rates. If more than half the meal break is worked, the employee shall continue to receive double rates until the employer gives the employee a meal break.

6.3.8 Employees who are required to continue work after usual ceasing time shall be entitled to a thirty minute crib break after 2 hours, or after one hour if overtime continues beyond 6.00 p.m.

After each further period of 4 hours the employee shall be allowed 45 minutes for crib. No deduction of pay shall be made in respect of any such crib breaks.

6.3.9 When an employee shall have worked continuously (except for meal breaks) for 20 hours, the employee shall have a break of at least 12 hours before again starting work.

An employee who works so much overtime between the termination of the employee's ordinary work on one day and the commencement of the employee's ordinary work on the next day that the employee has not at least 10 consecutive hours off duty between those times shall, subject to clause 6.3.9 be released after completion of such overtime until the employee has had 10 consecutive hours off duty without loss of pay for ordinary working time occurring during such absence. If on the instructions of the employer such an employee resumes or continues work without having had such 10 consecutive hours off duty, the employee shall be paid double rates until the employee is released from duty for such period until the employee has had 10 consecutive hours off duty without loss of pay for ordinary working time occurring during such absence.

6.3.10 An employee, other than an employee living in camp, who is required to continue work after the usual ceasing time shall be supplied with a reasonable meal at the employer's expense, or be paid \$12.10 in lieu thereof, after



more than 2 hours, or after more than one hour if overtime continues beyond 6.00 p.m. If an employee continues to so work the employee shall be allowed an additional meal or \$12.10 in lieu thereof for each completed 4 hours work after the first hour.

6.3.11 For overtime worked in any calling in or in connection with which more than one shift per day is worked, employees shall be paid not less than double their ordinary rates of wages.

6.3.12 Where an employee, after having been notified to do so, reports for overtime work and is unable to work through wet weather, the employee shall receive payment for 3 hours at the ordinary rate of wages.

Clause 6.3.12 shall apply to Saturdays, Sundays and public holidays.

6.3.13 Notwithstanding anything contained in the foregoing provisions of clause 6.3, the Brisbane City Council shall be permitted to employ painters painting traffic lines in the City of Brisbane outside the ordinary working hours prescribed by the said Award at the rate of time and a-quarter.

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

6.3.15 When an employee living more than 2 kilometres from the place of work, after having worked overtime, finishes work at a time when the customary means of transport is not available and the employee is unable to arrange reasonable alternative means of transport, the employer shall provide the employee with suitable means of transport to the employee's home.

#### **6.4 Meal breaks**

6.4.1 All employees shall be allowed a break for a meal of not less than 30 minutes. Such meal break shall be commenced not earlier than 4 hours and not later than 6 hours after commencement of ordinary work.

6.4.2 Employees of the Water Supply and Sewerage Department of the Brisbane City Council engaged in connection with sewers may, if so mutually arranged between the Department and the Union, have one-half hour for lunch, and cease work one-half hour earlier on Mondays to Fridays, inclusive, than the time above prescribed.

#### **6.5 Rest pauses**

6.5.1 Each employee shall be entitled to a rest pause of 10 minutes' duration in the employer's time in the first and second half of their daily work. Such rest pauses shall be taken at such times as will not interfere with continuity of work, where continuity is necessary:

Provided that an employer may elect to amalgamate the two 10 minute rest pauses into one 20 minute rest pause to be taken in the first part of the working day, with such working day, where it is practicable, divided into approximately 3 equal working portions. Where the method of taking such rest pauses is to be altered the employer shall notify all employees concerned at least 48 hours before such alterations.

#### **6.6 Inclement weather**

6.6.1 An employee shall be entitled to payment by the employer for ordinary time lost through inclement weather as herein provided, up to 32 hours in a period of 4 weeks as herein prescribed, provided that the extent to which the period of employment with an employer does not cover 4 weeks, payment under clause 6.6 shall be paid *pro rata*.

For the purpose of clause 6.6 the following conditions shall apply:

(a) The first period shall commence on 30 October 1972, and subsequent periods shall commence at 4 weekly periods thereafter.

(b) An employee shall be credited with 32 hours at the commencement of each 4 week period.

(c) Where an employee commences employment during a 4 week period the employee shall be credited with 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 fourth week.

(d) The number of hours at the credit of an employee at any time shall not exceed 32.

- (e) The number of hours credited to an employee shall be reduced by the number of hours for which payment is made in respect of time lost through inclement weather.
- 6.6.2 Payments shall be weekly and no employee shall be entitled to receive more than 32 hours inclement weather payment in any period of 4 weeks irrespective of the number of employers with whom the employee works during the period concerned.
- 6.6.3 Weather shall not be regarded as inclement unless the employer, or the employer's representative on the job, and the employee, or a representative of the employee, agree that it shall be so regarded. Failing such agreement weather shall not be regarded as inclement and work shall continue.
- 6.6.4 An employee shall not be entitled to payment unless such employee remains on the job until a decision to cease work for the day has been made by agreement between the employer or the employer's representative and the employee or the employee's representative.
- 6.6.5 The intermission of work by employees who would be exposed to or working in inclement weather so regarded shall not be a ground for intermission of work in places where employees are not so exposed to or are not called upon to work in such inclement weather.
- 6.6.6 Any intermission of work owing to inclement weather so regarded as such as aforesaid shall immediately cease and work shall be immediately resumed on the employer or the employer's representative calling for a resumption of work.

## **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 5.2, at that excess rate; and
  - (b) in every other case, at the ordinary time rate of pay payable under clause 5.2 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 5.2 for the period of the annual leave (excluding shift premiums and weekend penalty rates);
  - (ii) leading hand allowance prescribed in clause 5.2;
  - (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.
- (e) If an employee is engaged on country work when annual leave is granted and the employee returns to the place of engagement, or if employed prior to going to country work the place regarded as such employee's headquarters, by the first reasonable means of transport, such employee's annual leave shall commence on the first full working day following such employee's return to such place of engagement or headquarters as the case may be.

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 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. The employer shall give at least 2 months' notice to the employees 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.

#### 7.2.6 *Employees of State Government, etc.*

Provided that the above provisions shall apply as a minimum standard to all employees under this Award of the State Government, the Brisbane City Council and Local Authorities throughout the State.

### **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 one year immediately before the employee seeks to access an entitlement under clause 7.3.2.

#### 7.3.3 "Immediate family" includes:

- (a) A spouse (including a former spouse, a *de facto* spouse and a former *de facto* spouse, 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*

By agreement with the employer an employee shall in addition to paid bereavement leave be entitled to reasonable unpaid bereavement leave of at least 5 working days.

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

7.3.6 *State of Queensland employees*

(a) The term "immediate family" also includes step-father, step-mother, half-brother, half-sister, step-brother and step-sister of the employee.

(b) Where the provisions in clause 7.3 provided a lesser benefit to Crown employees the entitlements for bereavement leave prescribed under *Directive 9/01 Bereavement Leave*, as issued and amended by the Minister for Industrial Relations under section 34 of the *Public Service Act 1996* will apply

**7.4 Family leave**

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

7.4.1 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.

7.4.2 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.

7.4.3 *Crown employees*

The provisions of the Family Leave Award - Queensland Public Sector apply and additional benefits and conditions are found in *Directive 3/01 Parental Leave*, as issued and amended by the Minister for Industrial Relations under section 34 of the *Public Service Act 1996*.

**7.5 Long service leave**

7.5.1 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.

7.5.2 *Employees of Local Authorities other than the Brisbane City Council*

(a) For the purpose of clause 7.5, service in any capacity with one or more Local Authorities shall be counted as service with one and the same employer provided that such service has been continuous according to the provisions of sections 69 and 71 of the Act.

(b) The Local Authority with which the employee is employed at the time such employee's long service leave entitlement is claimed shall be liable as between itself and such employee to pay the whole of the amount to which such employee is entitled as payment for long service leave:

Provided that once an employee becomes eligible for *pro rata* long service leave such Local Authority with which the employee had previously been employed during the qualifying period for long service leave shall contribute to such payment in the proportion which the employee's period of service with it bears to the qualifying service at the ordinary rate of pay which the employee was receiving on the cessation of such employee's employment with such contributing Local Authority.

Provided further that once such contribution is made and the employee concerned is employed by yet another Local Authority the aforesaid employing Local Authority shall be liable between it and the new employing Local Authority for all long service leave contributions that had been forwarded to it and which had accrued during the foresaid period of employment.

## 7.6 Public holidays

7.6.1 Subject to clause 7.6.7 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 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.

#### 7.6.7 *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.

#### 7.6.8 *Work outside ordinary starting and finishing times*

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 starting and ceasing times on an ordinary working day.

### 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 travelling allowance**

8.1.1 Regular shop, workshop or depot employees sent out to any job and who travel in the employer's time shall be paid all fares actually paid by such employees, from shop, workshop or depot to job and from job to shop, workshop or depot:

Provided that regular shop or workshop employees sent out to any job and not travelling in the employer's time shall be paid the allowance prescribed in clause 8.1.2.

8.1.2 Except as hereinafter provided, the following allowance shall be made by employers to employees (other than regular shop or workshop employees while employed in such shop or workshop) to compensate for excess fares and travelling time incurred in travelling to and from places of work within the radii respectively herein below stated measured from the General Post Office, Brisbane or the principal Post Office in the town or city outside Brisbane in which the work is being carried out.

	Per Day
	\$
Up to 50 Kilometres	11.50

8.1.3 *Using own car* - Any employee in receipt of an allowance as prescribed by clause 8.1.2 and who is required by direction of the employer to travel from job to job on the same day shall in addition to such allowance be paid all fares reasonably incurred covering travel from a job where the employee commenced to the job on which the employee finished work for the day:

Provided that where an employer requests an employee to use their own car to effect such a transfer and such employee agrees to do so the employee shall be paid 83c per kilometre.

- 8.1.4 Clauses 8.1.1, 8.1.2 and 8.1.3 shall not apply to employees of employers not solely engaged in the building industry who are employed only on maintenance and/or repair work and/or construction of buildings not exceeding 23.23 square metres in floor area, on the premises of the employer, and who are permanently employed:

Provided that such an employee shall be reimbursed for all fares actually paid when travelling in the employer's time between 2 or more premises of that employer:

Provided further that if an employee is employed on work other than set out above the employee shall be paid the allowance and when applicable fares as prescribed in clauses 8.1.2 and 8.1.3 whilst so otherwise employed.

For the purpose of clause 8.1.4 "premises" shall include all the buildings and/or structures together with appurtenances and surrounding land situated adjacently within a single or contiguous real property description/s at which the employee is usually employed.

- 8.1.5 Employees employed by the Brisbane City Council at Mt. Crosby shall continue to be paid fares and travelling time in accordance with the practice and custom operating prior to 30 October 1972.

## **8.2 Country allowance**

- 8.2.1 Any employee who is sent by the employer or selected or engaged by an employer or agent, to go to country work shall be paid all fares, time and allowance by the employer, covering travel to and from such work and place of engagement:

Provided always that such employee continues to faithfully carry out duties to the completion of such work or for a period of at least 2 months.

- 8.2.2 On jobs lasting over 2 months and where the distance from the place of engagement to the place of such work is not more than 482 kilometres, such allowances (fares only and that only when availed of) shall be paid once each way every month. Where the distance is more than 482 kilometres such fares shall be paid every 2 months when availed of.

In the event of an employee being recalled by the employer and afterwards ordered to return to such work, the employee's fare shall be paid on each and every such occasion. Time reasonably taken up in travelling to and from such work shall be paid for at ordinary rates.

- 8.2.3 No employee shall be entitled to payment for more than 8 hours at ordinary rates in any one day, unless on the same day the employee is engaged on work paid in addition to payment for the time worked.

- 8.2.4 Suitable board and sleeping accommodation shall be provided for the employee on such country work, or the employer shall make an allowance to the employee as follows:

Pay an allowance of \$390.20 per week of 7 days but such allowance shall not be wages. In the case of broken parts of the week occurring at the beginning or the ending of the employment on a distant job the allowance shall be \$55.80 per day.

When an employee returns home for a week-end or part of a week-end and is not absent from the job for any of the ordinary working hours, no reduction of the allowance in clause 8.2.4 shall be made.

- 8.2.5 Any employee travelling to or from jobs shall be allowed fares for such transport depending on the prevailing circumstances:

(a) motor coach fare; and/or

(b) second class railway fare with sleeping berth if necessary; and/or

(c) first class boat fare; and/or

(d) if directed to travel by air or if the location of the employees destination necessitates travelling by air, the air fare, which shall be for economy class if available.

An allowance of \$26.30 per day to cover expenses shall be paid to the employee whilst travelling by train or motor coach, and if travelling by air such employee shall be paid a reasonable sum (being not less than \$9.60 per meal) in lieu of meals not supplied in transit.



8.2.6 The employer may make an agreement with the Union concerned to vary any of the provisions of clauses 8.2.4 and 8.2.5 relating to fares and travelling allowances. Such agreement shall be in writing and a copy shall be forwarded to the nearest Industrial Inspector.

## **PART 9 - TRAINING AND RELATED MATTERS**

### **9.1 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 Compensation for clothes and tools**

10.1.1 An employee whose clothes, spectacles, hearing aids or tools have been accidentally spoilt by acid, sulphur or other deleterious substances, shall be paid such amount to cover the loss thereby suffered by the employee as may be agreed upon between the employee and the employer or, in default of agreement, as may be fixed by the Commission. However, should the employees' clothes be issued to the employee by the employer, the employer will have the option to issue new replacement clothing based on a fair wear and tear basis.

10.1.2 An employee shall be reimbursed by the employer to a maximum of \$1,431.00 for loss of tools or clothes by fire or breaking and entering whilst securely stored at the employer's direction in a room or building on the employer's premises, job or workshop or in a lock-up 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 the tools are lost or stolen owing to the employee leaving the job because of injury or illness:

Provided that an employee transporting the employee's tools shall take all reasonable care to protect those tools and prevent theft or loss.

10.1.3 Unless prevented from doing so because of injury or illness it is the responsibility of the employee to ensure that the employee's tools are securely stored at the completion of each days work or shift.

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 shall ensure that the employee's tools continue to be securely stored during such absence.

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

10.1.5 For the purposes of clause 10.1:

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

### **10.2 Workplace health and safety matters**

The use of personal protective clothing and equipment together with the relevant safety measures as set out in the *Workplace Health and Safety Act 1995*, and Regulations, and relevant Codes of Practice are to be followed at all times.

## **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 relevant 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 relevant 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 Union encouragement**

### **Preamble**

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

#### *11.3.1 Documentation to be provided by employer*

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

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

#### *11.3.2 Union delegates*

Union delegates and job representatives have a role to play within a workplace. The existence of accredited Union delegates and/or job representatives is encouraged.

The employer shall not unnecessarily hinder accredited Union delegates and/or job representatives in the reasonable and responsible performance of their duties.

### 11.3.3 *Deduction of union fees*

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

## 11.4 **Posting of award**

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

## 11.5 **Trade union training leave**

11.5.1 A Union delegate or duly elected or appointed Union representative will, upon written application by the Union to the employer, such application being endorsed by the Union and given to the employer at least 2 months in advance (or such lesser period as mutually agreed between the Union and the employer/s), be granted up to 5 working days' leave (non-cumulative) on ordinary pay each calendar year to attend courses or seminars conducted by the Union. The scope, content and level of such courses or seminars must be such as to contribute to a better understanding of industrial relations within the employer's operations.

For the purposes of clause 11.5 "ordinary pay" shall mean at the ordinary weekly rate paid to the employee exclusive of any allowance for travelling time and fares or shift work.

11.5.2 The granting of such leave shall be subject to the following conditions:

(a) An employee must have at least 12 months uninterrupted service with an employer prior to such leave being granted.

(b) Clause 11.5.2 shall not apply to an employer with less than 5 full-time employees bound by the Award.

(c) The maximum number of employees of one and the same employer attending a course or seminar at the same time will be as follows:

Where the employer employs from 5 to 100 employees	2
Where the employer employs over 100 employees	4

Provided that where the employer has more than one place of employment in Queensland, then the formula above shall apply to the number of employees employed in or from each individual place of employment.

(d) The granting of such leave shall be subject to the convenience of the employer so that the operations of the employer will not be unduly affected.

(e) The scope, content and level of the course shall be such as to contribute to a better understanding of industrial relations within the employer's operations.

(f) In granting such paid leave, the employer is not responsible for any additional costs except the payment of extra remuneration where relieving arrangements are instituted to cover the absence of the employee.

(g) Leave granted to attend courses will not incur additional payment if such course coincided with the employee's day off in the 19 day month working arrangements or with any other concessional leave.

(h) Such paid leave will not affect other leave granted to employees under the Award.

## **Schedule 2 - SUGAR INDUSTRY**

### **S2.1 Sugar industry wage rates**

The following wage rates will apply in the sugar industry:

S2.1.1 The minimum rates of wages payable to the following classes of employees engaged on building construction

and/or repair work on or in connection with any bulk sugar terminal or the sugar bagging station at Townsville shall be paid as follows:

	Southern Division - Eastern District Per week \$
(a) Carpenters, and other building tradespersons	743.60
(b) Rigger, dog-person	703.00
(c) Certified scaffolder	693.40
(d) Builders labourer -	
(i) Powder monkey, hoistdriver, gear hand, gantry hand, jackhammer person, concrete cutting or drilling machine operator, steelbender	683.10
(ii) Labourer assisting any tradesperson or other employees as classified in clause S2.1.1(a), (b), or (c), and (d)(i) of this provision, demolition worker, pile driver, mixer driver, steel erector, crane hand, crane chaser, cement pump or gun operator, steel fixer, including tack welder, concrete hand, dump cart operator	676.70
(iii) Labourer on work other than that specified in clauses S2.1.1(d)(i) and (ii) of clause S2.1.1	668.10

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.

S2.1.2 *Tradesperson's allowance* - An additional payment of \$15.60 per week shall be paid and shall be regarded as part of the wage for all purposes of this Award.

S2.1.3 *Towers allowance* - An employee working on a chimney stack, spire, tower, radio or television mast or tower, air shaft (other than aboveground in a multi-storey building), water tower, cooling tower or silo, where the construction exceeds 15 metres in height shall be paid for all work above 15 metres an additional 55.85 cents per hour, with 55.85c per hour additional for work above each further 15 metres:

Provided that any similarly constructed building or a building not covered by clause 5.2.10(b) which exceeds 15 metres in height may be covered by clause S2.1.3 or by clause 5.2.10(b) by agreement or where no agreement is reached, by determination of the Commission:

Provided further that the allowances prescribed by clauses 5.2.10(b) and (d), and clauses 5.2.13, 5.2.15, 5.2.17, 5.2.18, and 5.2.29 shall not be cumulative upon the extra allowance provided in this provision.

S2.1.4 For the purposes of clause S2.1, the term bulk sugar terminals shall include transfer stations and all buildings incidental to the operation of bulk sugar terminals and transfer stations.

## **S2.2 Annual leave for employees in sugar mills**

S2.2.1 Employees in sugar mills shall be subject to the provisions of the annual leave clause in the Sugar Industry Award - State 2002 for the time being in force:

Provided that the fourth paragraph and the second proviso in the second last paragraph of such clause shall not apply to tradespersons.

## **S2.3 Payment of wages**

Employees of a sugar mill shall be paid under the same conditions as employees covered by the Sugar Industry Award -

State at that particular mill.

## **S2.4 Superannuation**

Clause 5.3 does not apply to those members of the Sugar Manufacturers of Australia Retirement Trust (S.M.A.R.T.).

## **S2.5 Fares and travelling**

Clause 8.1 does not apply to employees in Sugar Mills.

## **Schedule 3 - Stand-by and overtime call out - Brisbane City Council**

### **S3.1 Stand-by allowance and call out provisions.**

S3.1.1 Stand-by employee means an employee who is required and has agreed to be available to attend to break downs and/or for work that cannot wait until the commencement of ordinary work or to address issues by remote monitoring and/or access.

S3.1.2 Employees required to be on stand-by outside of their ordinary working hours shall be paid an allowance of 21% of the base BT1 rate per week for each week that they are required to be on stand-by.

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

### **S3.2 Call out provisions**

S3.2.1 All call outs will be paid at double the ordinary time rate, with a minimum payment for 3 hours, except for public holidays when any time worked in excess of the minimum of 3 hours shall be paid at the appropriate penalty rate.

S3.2.2 A stand-by employee required to attend to work outside ordinary hours shall be paid for such work from the time of contact to commence that work and until they return home from that work, but they must leave and return home within a reasonable time.

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

### **S3.3 Stand-by on public holidays - leave-in-lieu provisions**

S3.3.1 A stand-by employee shall be entitled to one ordinary rostered working day equivalent, leave-in-lieu for each public holiday on which they are required to be on stand-by.

S3.3.2 Employee's leave-in-lieu balances as at 1 December 2005, i.e. employee's current balances to be "frozen" and employees have an option to either:

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

S3.3.3 From 1 December 2005, employees can only accrue a maximum of 76 hours leave-in-lieu, apart from any retained ("frozen") leave.

S3.3.4 Each 12 months after 1 December 2005, any leave-in-lieu accrued during the last 12 months, that is greater than 76 hours, will be paid out at the employees prevailing (current) rate.

S3.3.5 All payouts will be at the prevailing employee's rate (i.e. at the time of payment).

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

### **S3.4 Remote response**

S3.4.1 A stand-by employee who is required to remain at home (or designated place) to:

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

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

S3.4.2 Where such a call or work exceeds half an hour, the employee shall be paid at the appropriate overtime rate for the duration of the call or time worked on the remote telephone and/or computer access, in lieu of this remote response payment.

S3.4.3 If the employee is unable to resolve the issue and is required to leave home to resolve the problem, the employee shall be entitled to paid overtime in accordance with the above call-out provisions in lieu of this remote response payment.

### **S3.5 Non stand-by employees - call back (recall) non-continuous overtime**

S3.5.1 An employee, who is not on stand-by, who is called back to work overtime after ceasing work, whether notified before or after leaving the Council's premises, or who was not notified before commencement of work on that day that they were required to work such overtime and who returns home on completion of such overtime work, shall be paid for such work from the time of contact to commence that work until they return home from that work, but they must leave and return home within a reasonable time, at the appropriate overtime rate, with a minimum payment of 4 hours at the appropriate overtime rates for each time they are required to work:

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

S3.5.2 An employee, who is not on stand-by, who is required to remotely monitor and/or access to address issues, shall be paid from the initial contact and shall be paid a minimum of 2 hours at the appropriate overtime rate for their role.

### **S3.6 Non stand-by employees - planned work (pre-arranged) overtime**

S3.6.1 An employee, who is not on stand-by, who is required to work planned (pre-arranged) overtime after ceasing work and who was notified before commencement of work on that day that they were required to work such overtime, and who returns home on completion of such overtime, shall be paid a minimum payment of 4 hours at the appropriate overtime rates for each period of overtime they have been arranged to work:

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

S3.6.2 Where the overtime worked in accordance with this arrangement exceeds 4 hours, the employee shall be paid travel time, at the ordinary time base BT1 rate for the time from leaving home to commence that work and for the time to return home after completion of that work, or shall be paid mileage allowance to and from the employee's place of residence to the site, whichever is the greater.

Dated 18 December 2002.

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

Operative Date: 18 December 2002