

**QUEENSLAND INDUSTRIAL RELATIONS COMMISSION**

*Industrial Relations Act 2016*

*Building, Engineering and Maintenance Services Employees (Queensland Government) Award – State 2016*

*Matter No. B/2020/40, B/2020/41 and B/2020/43*

**REPRINT OF AWARD UNDER SECTION 980**

**Certification of Reprint**

Following the general ruling made by the Commission in the 2020 State Wage Case, the *Building, Engineering and Maintenance Services Employees (Queensland Government) Award – State 2016* is hereby reprinted, under s 980 of the *Industrial Relations Act 2016*.

I hereby certify that the Award contained herein is a true and correct copy of the *Building, Engineering and Maintenance Services Employees (Queensland Government) Award – State 2016* as at 1 September 2020.

**Name of modern award:** *Building, Engineering and Maintenance Services Employees (Queensland Government) Award – State 2016*

**Operative date of the modern award reprint:** 1 September 2020

**Operative date of modern award:** As per clause 2 of the modern award

By the Registrar

M. SHELLEY

1 September 2020

**BUILDING, ENGINEERING AND MAINTENANCE SERVICES  
EMPLOYEES (QUEENSLAND GOVERNMENT)  
AWARD – STATE 2016**

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## PART 1 - Title and Operation

### 1. Title

This Award is known as the *Building, Engineering and Maintenance Services Employees (Queensland Government) Award – State 2016*.

### 2. Operation

This Award, made on 26 April 2016, operates from:

- 1 June 2016 – for employees covered by the *State Government Entities Certified Agreement 2015*; and
- 1 March 2017 – for employees of:
  - Department of Health or Hospital and Health Services;
  - Department of Transport and Main Roads covered by the *Transport and Main Roads Operational Employees Certified Agreement 2011*; and
  - Department of Housing and Public Works covered by the *QBuild Field Staff Certified Agreement 8 (2011)*.

### 3. Definitions and interpretation

Unless the context otherwise requires, in this Award:

**Act** means the *Industrial Relations Act 2016*

**afternoon shift** means a shift finishing after 1800 and at or before 2400, or in the case of the Engineering stream where the majority of the shift falls between those hours

**Australian Qualifications Framework (AQF)** means the national system of recognition for the issue of vocational qualifications

**building maintenance work** means the repair and renovation of buildings and structures necessitating the use of building tradespersons' or labourers' skills and/or tools. This definition excludes work necessitating extensive structural changes, external or internal, which requires significant changes to floor plans or work which requires the use of major fixed scaffold and the erection of such scaffolding

**Building trades stream** has the meaning ascribed to it at clause 12.1(a)

**chief executive** means a person appointed to that role pursuant to the provisions of an Act mentioned in clause 4.1(a) or, for the purposes of this Award, such other person to whom the chief executive has delegated specific authorities

**classification level** comprises a minimum salary rate plus a range of increments through which employees will be eligible to progress

**Commission** means the Queensland Industrial Relations Commission

**continuous shift work** means work done by employees where the hours of work are regularly rotated in accordance with a shift roster covering 24 hours per day over a 7 day week

**continuous shift worker** means a person who works continuous shift work

**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

**day shift** means any shift worked as part of a non-continuous shift work system or a continuous shift work system which is not an afternoon shift or a night shift

**day work** means a single period of work (excluding a meal break) performed during the spread of ordinary hours which is not part of a non-continuous shift work system or a continuous shift work system

**day worker** means a person who works day work

**department** means a department as defined in section 7 of the *Public Service Act 2008*

**depot, workshop or facility (DWF) based employee** means an employee who is permanently or principally employed in a depot, workshop or facility owned or operated by their employer

**directive** means a ruling, or part of a ruling, made under section 53 or section 54 of the *Public Service Act 2008*

**employee** means a person described in clause 4.1(a) of this Award

**Engineering stream** has the meaning ascribed to it at clause 12.1(b)

**Forepersons stream** has the meaning ascribed to it at clause 12.1(c)

**generic level statement** means a broad, concise statement of the duties, skills and responsibilities indicative of a given classification level

**Hospital and Health Service** means a Hospital and Health Service established in accordance with the *Hospital and Health Boards Act 2011*

**increment** means for all employees an increase in salary from one paypoint to the next highest paypoint within a classification level

**junior** means an employee under 21 years of age other than an apprentice or a trainee as defined in the *Further Education and Training Act 2014*, engaged in any non-trade calling to which this Award applies

**night shift** means a shift finishing after 2400 and at or before 0800, or in the case of Engineering stream where the majority of the shift falls between those hours

**non-continuous shift work** means work regularly rotated in accordance with a roster which prescribes 2 or more shifts (day, afternoon or night) per day, but does not cover a 24 hour per day operation over a 7 day week (see continuous shift work)

**non-continuous shift worker** means a person who works non-continuous shift work

**ordinary hourly rate** shall, unless the context indicates otherwise, mean the ordinary fortnightly rate for a relevant classification of employee divided by the ordinary fortnightly working hours prescribed by this Award for the same classification of employee

**paypoint** means the specific rate of remuneration payable to employees within a classification level

**public holiday** has the same meaning as that provided in Schedule 5 of the Act

**QES** means the Queensland Employment Standards contained in Part 3 of Chapter 2 of the Act

**radial based employee** means an employee who is regularly required to commence work at a work site other than a depot, workshop or facility owned or operated by their employer

**rostered day off** means a day, other than a scheduled day off, on which an employee is not rostered for duty as a result of time accrued under the method of working ordinary hours implemented in accordance with clauses 15.1(a) to (f), inclusive, or clause 15.2

**scheduled day off** means:

- for an employee whose ordinary hours of duty are Monday to Friday: Saturday and Sunday
- for an employee whose ordinary hours of duty include a Saturday and/or Sunday: one of the two days each week, or four days each fortnight, that the employee is not rostered for duty in accordance with clause 15.1(g). Depending on the working arrangements, a Saturday and/or Sunday may also be a scheduled day off

**shift work** means work performed by an employee on day shift, afternoon shift or night shift, either solely or in any combination thereof, as part of a non-continuous shift work system or a continuous shift work system

**shift worker** means an employee who works shift work

**spread of ordinary hours** has the meaning ascribed to it in clause 15.3(a)

**union** means one of the industrial organisations of employees mentioned in clause 4.1(c)

## 4. Coverage

4.1 This Award applies to:

- (a) employees whose salaries or rates of pay are fixed by this Award employed pursuant to:
  - (i) section 147 of the *Public Service Act 2008*; or
  - (ii) section 67 of the *Hospital and Health Boards Act 2011*; or
  - (iii) section 22 of the *Libraries Act 1998*; or
  - (iv) section 21 of the *Queensland Art Gallery Act 1987*; or
  - (v) section 14 of the *Queensland Museum Act 1970*; and
- (b)
  - (i) each chief executive (however titled) of a government department, public service office, declared public service office or other entity which employs employees covered by this Award; and
  - (ii) each Hospital and Health Service,  
in their capacity as the employer of such employees covered by this Award; and
- (c) the following industrial organisations of employees:
  - (i) Automotive, Metals, Engineering, Printing and Kindred Industries Industrial Union of Employees, Queensland;
  - (ii) Construction, Forestry, Mining & Energy, Industrial Union of Employees, Queensland;
  - (iii) Plumbers & Gasfitters Employees' Union Queensland, Union of Employees;

- (iv) The Australian Workers' Union of Employees, Queensland;
  - (v) The Electrical Trades Union of Employees Queensland; and
  - (vi) Together Queensland, Industrial Union of Employees,
- to the exclusion of any other award.

**4.2** For employees of the Department of Health or Hospital and Health Services, Schedule 8 provides for additional terms and conditions of employment.

## **5. The Queensland Employment Standards and this Award**

This Award together with the QES provide for a minimum safety net of enforceable conditions of employment for employees covered by this Award.

## **6. Enterprise flexibility and facilitative award provisions**

### **6.1 Enterprise flexibility**

- (a) As part of a process of improvement in productivity and efficiency, discussion should take place at an enterprise level 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.
- (b) The consultative processes established in an enterprise in accordance with clause 6.1 may provide an appropriate mechanism for consideration of matters relevant to clause 6.1(a). Union delegates at the place of work may be involved in such discussions.
- (c) Any proposed genuine agreement reached between an employer and employees in an enterprise is contingent upon the agreement being submitted to the Commission in accordance with Chapter 4 of the Act and is to have no force or effect until approval is given.

### **6.2 Procedures to implement facilitative award provisions**

Wherever facilitative provisions appear in this Award which allow for determination of the conditions of employment by agreement between the chief executive and the union, or the chief executive and the majority of employees affected, the following procedures shall apply:

- (a) Facilitative award provisions can be negotiated between management and employees who are directly affected by such proposals or between management and the union depending on the particular award provisions.
- (b) Employees may be represented by their local union delegate/s and shall have the right to be represented by their local union official/s.
- (c) Facilitative award provisions can only be implemented by agreement.
- (d) In determining the outcome from facilitative provisions neither party should unreasonably withhold agreement.
- (e) Agreement is defined as obtaining consent of greater than 50% of employees directly affected or of the union depending upon the particular award provisions.
- (f) Where a provision refers to agreement by the majority of employees affected, all employees directly affected shall be consulted. This consultation shall be undertaken where practicable as a

group, or in groups. Should the consultation process identify employees with specific concerns which relate to either equity or occupational health and safety issues, such concerns may be catered for on an individual basis subject to operational requirements.

- (g) Any agreement reached must be documented and shall incorporate a review period.
- (h) Where the agreement relates to either the working of ordinary hours on other than a Monday to Friday basis, the introduction of shift work or a change to the shift roster, the relevant union/s are to be notified in writing at least one week in advance of agreement being sought.

## **PART 2 - Dispute Resolution**

### **7. Dispute resolution**

#### **7.1 Prevention and settlement of disputes - Award matters**

- (a) 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.
- (b) 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.
- (c) There is a requirement for management to provide relevant information and explanation and consult with the appropriate employee representatives.
- (d) In the event of any disagreement between the parties as to the interpretation or implementation of this Award, the following procedures shall apply:
  - (i) 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;
  - (ii) if the matter is not resolved as per clause 7.1(d)(i), 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 relevant parties to discuss the matter. This process should not extend beyond 7 days;
  - (iii) if the matter remains unresolved it may be referred to the chief executive for discussion and appropriate action. This process should not exceed 14 days;
  - (iv) if the matter is not resolved then it may be referred by either party to the Commission.
- (e) Nothing contained in this procedure shall prevent a union or the employer from intervening in respect of matters in dispute should such action be considered conducive to achieving resolution.

#### **7.2 Employee grievance procedures - other than Award matters**

- (a) 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.
- (b) The following procedure applies to all industrial matters within the meaning of the Act:

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.

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 relevant parties. The employee may exercise the right to consult or be represented by such employee's union representative during the course of Stage 2.

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 if such employee wishes to pursue the matter further. If desired by either party the matter shall also be notified to the relevant union.

- (c) The chief executive shall ensure that:
- (i) the aggrieved employee or such employee's union representative has the opportunity to present all aspects of the grievance; and
  - (ii) the grievance shall be investigated in a thorough, fair and impartial manner.
- (d) The chief executive may appoint another person to investigate the grievance. The chief executive may consult with the relevant union in appointing an investigator. The appointed person shall be other than the employee's supervisor or manager.
- (e) If the matter is notified to the union, the investigator 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.
- (f) 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.
- (g) If the grievance is not settled the matter may be referred to the Commission by the employee or the union.
- (h) 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.
- (i) Where the grievance involves allegations of sexual harassment an employee should commence the procedure at Stage 3.

## **PART 3 - Types of Employment, Consultation and Termination of Employment**

### **8. Types of employment**

- (a) An employee may be employed on a full-time, part-time or casual basis.

- (b) Employees shall be advised of the basis of their employment in writing upon appointment.

### **8.1 Full-time employment**

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

### **8.2 Part-time employment**

- (a) A part-time employee is an employee who:
  - (i) is engaged to work a regular pattern of ordinary hours each week or fortnight which are less than the ordinary hours worked by an equivalent full-time employee; and
  - (ii) receives, on a *pro rata* basis, the same salary and conditions of employment to those of an equivalent full-time employee who performs the same kind of work.
- (b) For each ordinary hour worked a part-time employee shall be paid no less than 1/76th of the minimum fortnightly rate of pay for their classification.
- (c) Before commencing part-time employment, the employee and employer must agree in writing:
  - (i) the number of ordinary hours to be worked by the employee;
  - (ii) the days upon which ordinary hours will be worked; and
  - (iii) the usual daily starting and finishing times.
- (d) The terms agreed in clause 8.2(c) may be varied by mutual agreement and any variation must be recorded in writing.
- (e) All time worked by a part-time employee in excess of the agreed hours on any one day or, in the case of a day worker, outside the spread of ordinary hours prescribed in clause 15.3, is to be paid at the appropriate overtime rate prescribed in clause 18.2.
- (f) The minimum payment on any day when ordinary hours are worked shall be for 3 hours' work to be made in respect to each engagement.
- (g) For employees engaged in the Building trades stream, the minimum weekly engagement is 10 hours per week.

### **8.3 Casual employment**

- (a)
  - (i) A casual employee is an employee who is engaged and paid as such.
  - (ii) A casual employee cannot be employed to work more ordinary hours than are worked by an equivalent full-time employee each week or fortnight, as the case may be.
- (b) A casual employee is entitled to receive, on a *pro rata* basis, the same pay and conditions of employment, other than leave entitlements, to those of an equivalent full-time employee who performs the same kind of work.
- (c) For each ordinary hour worked a casual employee shall be paid no less than 1/76th of the minimum fortnightly rate of pay for their classification plus a casual loading of 23%.

- (d) The casual loading of 23% is paid instead of annual leave, paid personal/carer's leave, notice of termination, redundancy benefits and the other attributes of full-time or part-time employment. The loading constitutes part of the casual employee's salary for the purpose of calculating overtime, weekend penalties, public holiday and shift payments, where relevant.
- (e) For employees engaged in the Building trades stream, termination of employment by either party shall be by giving 2 hours' notice, or payment/forfeiture in lieu thereof.
- (f) For employees engaged in the Engineering and Forepersons streams, each casual engagement stands alone with a minimum payment as for 3 hours' work.
- (g) The long service leave entitlement of casual employees is recorded in clause 22.
- (h) For employees in the Engineering stream, Schedule 5 contains provisions about conversion to full-time or part-time employment.

#### **8.4 Probationary employment**

- (a) Except where the employer and an employee agree to a different period or no period of probation prior to commencement of employment, the engagement of a full-time or part-time employee will in the first instance be subject to a probationary period of 3 months duration. If a period of probation of longer than 3 months is agreed, it must:
  - (i) be agreed in writing; and
  - (ii) be a reasonable period having regard to the nature and circumstances of the employment.
- (b) The employer may terminate the employment of an employee who is on probation at any time during the probationary period.
- (c) Where an employee's service is considered satisfactory or where an employee's service exceeds the designated probationary period or agreed extension the employee's appointment will be deemed to be confirmed.

#### **8.5 Anti-discrimination**

- (a) In fulfilling their obligations under this Award, the parties must take reasonable steps to ensure that neither the Award provisions nor their operation are directly or indirectly discriminatory in their effects. Discrimination includes:
  - (i) discrimination on the basis of sex, relationship status, family responsibilities, pregnancy, parental status, breastfeeding, age, race, impairment, religious belief or religious activity, political belief or activity, trade union activity, lawful sexual activity, gender identity, sexuality and association with, or in relation to, a person identified on the basis of any of the above attributes;
  - (ii) sexual harassment; and
  - (iii) racial and religious vilification.
- (b) Nothing in clause 8.5 is to be taken to affect:
  - (i) any different treatment (or treatment having different outcomes) which is specifically exempted under the *Anti-Discrimination Act 1991*;

- (ii) an employee, employer or registered organisation, pursuing matters of discrimination, including by application to the Australian Human Rights Commission/Anti-Discrimination Commission Queensland.

## **9. Termination of employment**

### **9.1 Notice of termination by the employer**

Notice of termination by the employer is provided for in Division 13 of the QES. Clauses 9.2 to 9.5 supplement the QES provisions.

### **9.2 Notice of termination by an employee**

- (a) Unless otherwise agreed between the employer and an employee, the notice of termination required by an employee, other than a casual employee, will be:
  - (i) for an employee engaged within the Building trades stream - one week or one week's salary forfeited in lieu;
  - (ii) for an employee engaged within the Engineering stream - the same amount of notice as that required of an employer, save and except that there is no additional notice based on the age of the employee concerned;
  - (iii) for an employee engaged within the Forepersons stream - two weeks or two weeks' salary forfeited in lieu.
- (b) If an employee fails to give the required notice the employer will have the right to withhold monies due to the employee with a maximum amount equal to the ordinary time rate of salary for the period of notice not provided.

### **9.3 Notice cannot be offset**

In the absence of mutual agreement between the employer and the employee, annual leave or any part thereof cannot be considered as or nominated as notice for the purpose of giving notice of termination of employment.

### **9.4 Job search entitlement**

Where an employer has given notice of termination to an employee for reasons other than redundancy, the employee must be allowed up to one day's time off without loss of pay for the purpose of seeking other employment. The time off is to be taken at times that are convenient to the employee after consultation with the employer.

### **9.5 Statement of employment**

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

## **10. Redundancy**

### **10.1 Redundancy pay**

Redundancy pay is provided for in Division 13 of the QES. Clauses 10.2 to 10.9 supplement the QES provisions.

*Note: Where a directive about redundancy and retrenchment covers an employee, the provisions of the directive apply to the employee to the extent it provides a more generous entitlement.*

### **10.2 Consultation before termination**

- (a) Where an employer decides that the employer no longer wishes the job an 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/s directly affected and, where relevant, their union/s.
- (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 10.2(a) and shall cover the reasons for the proposed terminations and measures to avoid or minimise the terminations and/or their adverse effects on the employee/s concerned.
- (c) For the purpose of the consultation the employer shall, as soon as practicable, provide in writing to the employee/s concerned and, where relevant, their union/s, 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.
- (d) Notwithstanding the provision of clause 10.2(c), the employer shall not be required to disclose confidential information, the disclosure of which would be adverse to the employer's interests.

### **10.3 Transfer to lower paid duties**

- (a) Where an employee is transferred to lower paid duties by reason of redundancy 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 the redundancy pay provisions of the QES.
- (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.

### **10.4 Employee leaving during notice period**

An employee given notice of termination in circumstances of redundancy may terminate their employment during the period of notice. The employee is entitled to receive the benefits and payments they would have received under this clause had they remained in employment until the expiry of the notice, but is not entitled to payment instead of notice.

### **10.5 Job search entitlement**

- (a) An employee given notice of termination in circumstances of redundancy must 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 must, at the request of the employer, produce proof of attendance at an interview or the employee will not receive payment for the time absent. For this purpose a statutory declaration will be sufficient.
- (c) Clause 10.5 applies instead of clause 9.4 in cases of redundancy.

#### **10.6 Transmission of business**

- (a) Where a business is, whether before or after the date of commencement of this Award, transmitted from the 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 clauses 10.6 and 10.7, '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.

#### **10.7 Exemption where transmission of business**

The provisions of clause 10.6 are not applicable where a business is, before or after the date of commencement of this Award, transmitted from the employer (transmittor) to another employer (transmittee) in any of the following circumstances:

- (a) 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
- (b) where the employee rejects an offer of employment with the transmittee:
  - (i) 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
  - (ii) 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.

#### **10.8 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.

### **10.9 Employees exempted**

Clauses 10.1 to 10.8 shall not apply:

- (a) where employment is terminated as a consequence of misconduct on the part of the employee; or
- (b) to an employee engaged for a specific period or task/s; or
- (c) to a casual employee; or
- (d) to an employee with less than one year's continuous service, in which case the general obligation on the employer should be no more than to give the relevant employee 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 employee of suitable alternative employment.

## **11. Consultation - Introduction of changes**

### **11.1 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/s.
- (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.
- (c) Where the Award makes provision for alteration of any of the matters referred to in clauses 11.1(a) and (b) an alteration shall be deemed not to have significant effect.

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

- (a) The employer shall consult the employees affected and, where relevant, their union/s 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 ways to avoid or minimise the effects of the changes (e.g. by finding alternate employment).
- (b) The consultation must occur as soon as practicable after making the decision referred to in clause 11.1.
- (c) For the purpose of such consultation the employer shall provide in writing to the employees concerned and, where relevant, their union/s, 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.
- (d) Notwithstanding the provision of clause 11.2(c) the employer shall not be required to disclose confidential information, the disclosure of which would be adverse to the employer's interests.

## **PART 4 - Minimum Salary Levels, Allowances and Related Matters**

*(Note: The wage rates and salary levels prescribed in this Award do not apply to employees to whom the provisions of Schedule 6 (Supported Wage System) apply.)*

## 12. Classifications and minimum salary levels

### 12.1 Classification structure

Employees covered by this Award are to be classified into one of three streams as follows:

#### (a) Building trades stream

The Building trades stream comprises employees engaged in classifications contained in this Award on the following work:

- (i) the preparation, manufacturing or assembly of joinery components;
- (ii) all aspects of masonry work;
- (iii) the working of all types of glass, including glass laminate, clear plastic, sheet acrylic or any substitute;
- (iv) all facets of plumbing work;
- (v) the manufacture of signs as well as signwriting work;
- (vi) 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; and
- (vii) building maintenance work.

#### (b) Engineering stream

- (i) The Engineering stream comprises those roles in the industries and occupations of engineering, metal working, electrical/electronic, fabricating and vehicle building and to all allied industries.
- (ii) Within the Engineering stream three broad groups (electrical/electronic, fabrication/vehicle building and mechanical) and five vocational fields (trade, technical, engineering/production, supervisor/trainer/coordinator and professional) are recognised.

#### (c) Forepersons stream

The Forepersons stream comprises employees engaged in the roles of foreperson and workshop foreperson.

### 12.2 Allocation to stream and classification levels

- (a) Allocation of employees in the Building trades, Engineering, or Forepersons streams to classification levels within those streams shall be in accordance with the classification level descriptors or definitions contained in Schedules 1, 2 and 3 and procedures for classifying/reclassifying employees at Schedule 4.
- (b) Employees engaged in the Forepersons stream who are appointed pursuant to section 147 of the *Public Service Act 2008* shall have their previous service as a public service employee counted for the purpose of determining their commencing paypoint and calculation of their salary increment, provided that the employee is reappointed within 12 months of cessation of employment and the employee's previous employment was terminated other than by way of disciplinary action.

- (c) Notwithstanding clauses 12.2(a) and (b), an applicant who is appointed to a position in the Forepersons stream may, at the discretion of the relevant employer, be offered and appointed to any paypoint within a level based on recognition of skills, knowledge and abilities.

### 12.3 Minimum wage levels

#### (a) Building trades stream

The minimum salaries payable to employees within the Building trades stream are prescribed in the table below:

Classification Level	Notional Relativity to tradesperson's rate %	Award Rate <sup>1</sup> Per Fortnight \$ <sup>2</sup>	Annual Salary <sup>3</sup> \$ <sup>2</sup>
<b>Building worker</b>			
Building worker, level 1 (a), new entrant - upon commencement in the industry	85	1,644	42,890
Building worker, level 1 (b), after 3 months in the industry	88	1,675	43,699
Building worker level 1 (c), after 12 months in the industry	90	1,693	44,169
Building worker level 1 (d)	92.4	1,717	44,795
Building worker, level 2	96	1,754	45,760
<b>Building tradesperson</b>			
Building tradesperson, level 1 (Tradesperson's rate)	100	1,804	47,065
Building tradesperson, level 2	105	1,859	48,499
Building tradesperson, level 3	110	1,914	49,934

Notes:

- <sup>1</sup> Includes the arbitrated wage adjustment payable under the 1 September 2020 Declaration of General Ruling.  
<sup>2</sup> Rounded to the nearest dollar.  
<sup>3</sup> Annual salaries (fortnightly rate x 26.089) are for reference purposes only.

#### (b) Engineering stream

- (i) The minimum salaries payable to employees aged 20 years and over within the Engineering stream are prescribed in the table below:

Classification Level	Notional Relativity to tradesperson's rate %	Award Rate <sup>1</sup> Per Fortnight \$ <sup>2</sup>	Annual Salary <sup>3</sup> \$ <sup>2</sup>
C14*	79	1,578	41,168
C13	82	1,617	42,186
C12	87.4	1,669	43,543
C11	92.4	1,717	44,795
C10 (Tradesperson's rate)	100	1,804	47,065
C9	105	1,859	48,499
C8	110	1,914	49,934
C7	115	1,964	51,239
C6	125	2,074	54,109
C5	130	2,130	55,570

Classification Level	Notional Relativity to tradesperson's rate %	Award Rate <sup>1</sup> Per Fortnight \$ <sup>2</sup>	Annual Salary <sup>3</sup> \$ <sup>2</sup>
C4	135	2,185	57,004
C3	145	2,295	59,874
C2 (a)	150	2,349	61,283
C2 (b)	160	2,449	63,892

Notes:

<sup>1</sup> Includes the arbitrated wage adjustment payable under the 1 September 2020 Declaration of General Ruling.

<sup>2</sup> Rounded to the nearest dollar.

<sup>3</sup> Annual salaries (fortnightly rate x 26.089) are for reference purposes only.

\* In addition to the C14 rate a surplus amount of \$4.20 shall be paid, such surplus amount being non-adjustable.

- (ii) Provisions for the phasing in of wage rates of employees in the Engineering stream without relevant work experience or qualifications are provided in Schedule 7.
- (iii) Junior employees within the Engineering stream shall be entitled to not less than the following proportion of the respective rate prescribed for the C12 level:

Under 19 years of age	75%
19 and under 20 years of age	85%

Junior rates shall be calculated in multiples of \$0.10 with any result of \$0.05 or more being taken to the next highest \$0.10 multiple.

(c) **Forepersons stream**

The minimum salaries payable to employees within the Forepersons stream are prescribed in the table below:

Classification Level	Paypoint	Award Rate <sup>1</sup> Per Fortnight \$ <sup>2</sup>	Annual Salary <sup>3</sup> \$ <sup>2</sup>
<b>Level 3</b>	<b>1</b>	2,104	54,891
	<b>2</b>	2,145	55,961
	<b>3</b>	2,190	57,135
	<b>4</b>	2,235	58,309
<b>Level 4</b>	<b>1</b>	2,325	60,657
	<b>2</b>	2,398	62,561
	<b>3</b>	2,473	64,518
	<b>4</b>	2,544	66,370
<b>Level 5</b>	<b>1</b>	2,609	68,066
	<b>2</b>	2,691	70,205
	<b>3</b>	2,778	72,475
	<b>4</b>	2,860	74,615
<b>Level 6</b>	<b>1</b>	2,980	77,745
	<b>2</b>	3,060	79,832
	<b>3</b>	3,136	81,815
<b>Level 7</b>	<b>1</b>	3,282	85,624
	<b>2</b>	3,359	87,633
	<b>3</b>	3,437	89,668

*Notes:*

- <sup>1</sup> Includes the arbitrated wage adjustment payable under the 1 September 2020 Declaration of General Ruling.
- <sup>2</sup> Rounded to the nearest dollar.
- <sup>3</sup> Annual salaries (fortnightly rate x 26.089) are for reference purposes only.

#### **12.4 Payment of wages and salaries**

- (a) Unless otherwise agreed between an employer and a majority of its employees, wages and salaries shall be paid fortnightly and may, at the discretion of the employer, be paid by electronic funds transfer, cash or cheque.
- (b) Payment of outstanding wages and other entitlements to an employee who has terminated their employment or had their employment terminated shall be made no later than 24 hours after the employee's employment ceases.

#### **12.5 Incidental and peripheral tasks**

- (a) An employer may direct an employee to carry out duties that are within the particular employee's skill, competence and training provided:
  - (i) such duties are not designed to promote deskilling;
  - (ii) the direction does not affect the employee's entitlement to higher or other duties allowances provided in this Award; and
  - (iii) all such directions are consistent with the employer's responsibilities to provide a safe and healthy working environment.
- (b) An employee engaged in the Forepersons stream who is appointed to or relieving in a role within a classification level may be allocated and subsequently reallocated to any role within that particular classification level.

#### **12.6 Mixed functions - Building trades stream**

- (a) 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.
- (b) Builder's labourers who during any one week perform jackhammer work for a total of twenty hours or more, irrespective of the number of days involved, shall be paid at the rate prescribed for a Building Worker level 1 (c) for the whole of the time so worked during that week.

#### **12.7 Performance of higher duties - Forepersons stream**

An employee engaged in the Forepersons stream directed to temporarily fill a position for more than three consecutive working days at a higher classification level within the same stream shall be paid at a rate no less than the first paypoint of the classification level of the position being temporarily filled.

*Note: Where a directive about higher duties covers an employee, the provisions of the directive apply to the employee to the extent it provides a more generous entitlement.*

#### **12.8 Movement between classifications levels**

- (a) For employees engaged in the Building trades and Engineering streams:
  - (i) Except where classification level descriptors or definitions provide for service based progression, movement between classification levels will be based on appointment on merit to vacancies.
  - (ii) Procedures for classification and reclassification are provided in Schedule 4.
- (b) For employees engaged in the Forepersons stream:
  - (i) Movement between classification levels will be based on appointment on merit to vacancies.
  - (ii) Subject to clause 12.2(c) an employee promoted to a position at a higher classification level within the same stream shall be appointed to paypoint one of that higher classification level.

### **12.9 Movement within classification levels (increments) - Forepersons stream only**

Movement within classification levels within the Forepersons stream is to be based on meeting the following requirements:

- (a) Except in the case of a promotion from one classification level to another, an increase is not to be made to the salary of any employee until:
  - (i) In the case of a full-time employee: the employee has received a salary at a particular classification and paypoint for a period of 12 months.
  - (ii) In the case of a part-time employee at classification level 3: the employee has received a salary at a particular classification and paypoint on a *pro rata* basis for a period of 12 months.
  - (iii) In the case of part-time employees at levels 4, 5, 6 and 7:
    - (A) the employee has received a salary at a particular classification and paypoint for a period of at least 12 months; and
    - (B) the employee has worked 1,200 ordinary hours in such classification.
  - (iv) In the case of a casual employee with 12 months' **continuous service** with the same employer:
    - (A) the employee has received a salary at a particular classification and paypoint for a period of at least 12 months; and
    - (B) the employee has worked 1,200 ordinary hours in such classification.

For the purpose of clause 12.9(a)(iv), **continuous service** for a casual employee is considered to be broken if more than three months, excluding any public holidays, has elapsed between the end of one employment contract and the start of the next employment contract.

- (b) Notwithstanding anything contained elsewhere in this Award, an employee in the Forepersons stream is not entitled to move to the next salary increment level by virtue of the Award unless:
  - (i) In the case of employees in level 3: the conduct, diligence and efficiency of the employee has been certified by the chief executive to have been and to be satisfactory.

- (ii) In the case of employees in levels 4, 5, 6 and 7: performance objectives have been achieved as certified by the chief executive.

### 13. Allowances

- (a) The allowances prescribed in clause 13 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.
- (b) For employees engaged in the Building trades stream, 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.
- (c) Subject to clause 13(b) and except where as otherwise prescribed, where more than one of the disabilities appearing in clause 13 is present on a job, an employee shall receive payment for each disability (accumulation of special rates).
- (d) Subject to clauses 13(b) and (c) and unless otherwise specified, where more than one of the conditions in clauses 13.26 (repair work allowance), 13.28 (rubbing allowance), 13.31 (special material handling allowance), 13.32 (special responsibilities allowance), 13.33 (special substance allowance) and 13.34 (special tool using allowance) are met the allowance is payable in respect of each condition so met.

For example, if an employee engaged in the Engineering stream is required to use both a chainsaw and an explosive powered tool in the same day, they are to receive the allowance set out in clause 13.34 (special tool using allowance) for each of the two tools used in that day.

#### 13.1 Asbestos

- (a) An employee 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 an additional \$0.95 per hour for the actual time so engaged.
- (b) An employee engaged in asbestos eradication shall be paid an additional \$2.58 per hour worked in lieu of all special rates, except those for hot work, cold work, swing scaffold and second hand timber. **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.
- (c) The following provisions apply to employees engaged in the process of asbestos eradication:
  - (i) 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.
  - (ii) Without limiting the effect of the above provision, any person who carries out asbestos eradication work shall do so in accordance with the legislation/regulations prescribed by the appropriate authorities.
  - (iii) 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.

#### 13.2 Bricklayers on repair work

- (a) Subject to clause 13.2(b) an employee engaged in repairing the brickwork of furnaces shall be paid for such work at not less than one and one-sixth times the ordinary rate.
- (b) Work at a temperature of 43 degrees Celsius or over shall be paid for at one and one-thirds times the ordinary rates.

### **13.3 Building trade employees in Public Hospitals**

Building trade employees in Public Hospitals shall be paid an allowance of \$14.95 per week, for all purposes of this Award, which shall be in substitution for the allowances set out in clauses 13.9(b) (construction - underpinning), 13.10(a)(i) (dirty work), 13.15 (insulation work), 13.16 (labourers mixing wet concrete or compo), 13.25 (plasterers top-dressing floors), 13.33(b) and (c) (obnoxious or toxic substances), 13.34(b) (explosive powered tools) and 13.41 (work in excessive heat).

### **13.4 Cleaning bricks allowance**

An employee required to clean down bricks using acids or other corrosive substances shall be paid an additional \$0.71 per hour for the actual time so engaged.

### **13.5 Cleaning flues allowance**

An employee engaged in cleaning flues, when required to work inside such flue, shall be paid an additional \$4.35 per day.

### **13.6 Cold chamber allowance**

An engine driver in charge of refrigeration plants, except plants under the capacity of three tonnes per day, who go into cold chambers shall be paid an additional \$0.55 per hour for the actual time so engaged.

### **13.7 Confined space**

An employee required to work in a place that the dimension or nature of which necessitates working in a stooped or otherwise cramped position and/or without sufficient ventilation shall be paid an additional \$0.95 per hour for the actual time so engaged.

### **13.8 Construction/onsite allowance**

- (a) Except as provided elsewhere in this Award, an employee working on building construction work (as defined in clause 13.8(b)(i)), or reconstruction, alteration, repair and/or maintenance work (as defined in clause 13.8(b)(ii)), shall be paid an allowance of \$34.40 per week, for all purposes of this Award, to compensate for the following disabilities:
  - (i) climatic conditions when working in the open on all types of work;
  - (ii) the physical disadvantages of having to climb stairs or ladders;
  - (iii) dust blowing in the wind on building sites;
  - (iv) sloppy and muddy conditions associated with the initial stages of the erection of the building;
  - (v) dirty conditions caused by the use of foam oil or from green timber;
  - (vi) the disability of working on all types of scaffolds other than a single plank swing scaffold or a bosun's chair;

- (vii) the lack of the usual amenities associated with factory work (e.g. recreational facilities, sanitary conveniences etc.);
  - (viii) drippings from newly poured concrete;
  - (ix) all other present disabilities not specifically compensated or allowed for by any other provisions of this Award:
- (b) For the purposes of this clause:
- (i) **building construction work** shall mean the construction of new buildings, the construction of additions to existing buildings and necessary alteration of existing buildings to make them conform to any new additions, and the demolition of buildings and shall be deemed to include all electrical work carried out during such work;
  - (ii) **reconstruction, alteration, repair and/or maintenance work** shall mean and include all work including electrical work performed on site on the reconstruction, alteration, repair and/or maintenance of wharves, jetties, piers, bridges, overpasses, underpasses, and incidental concrete work, pipelines, water storage towers, sewerage construction work, dams, barrages, weirs, or similar structures, culverts, box culverts, kerbing, channelling, roads, traffic islands and concrete ornamental lakes and land reclamation. This definition shall not, in relation to dams, weirs and barrages, include the following classes of work:
    - (A) operation of the dam, weir or barrage;
    - (B) construction or maintenance of tourist facilities;
    - (C) gardening, grasscutting or other agricultural operations.
- (c) Employees working "on site" on structures which are primarily civil or mechanical engineering structures or installations, such as wharves, jetties, piers, bridges, overpasses, underpasses and incidental concrete work, pipelines, water storage towers, sewerage construction work, dams, barrages, weirs or similar structures, construction of culverts, box culverts, kerbing, channelling, roads, traffic islands and concrete ornamental lakes and land reclamation and/or land clearing associated with estate development and building construction, shall be paid the allowance as provided in clause 13.8(a) and shall be subject to the same proviso as contained in clause 13.8(d).
- (d) Where a separate "on site" or construction allowance applies on a particular project, the allowance of \$34.40 per week shall be in substitution except where such allowance exceeds \$34.40 when the higher amount shall be paid. Such allowance shall form part of the weekly wage in the calculation of overtime payments, annual leave pay, public holiday pay, sick pay and long service leave pay.
- (e) Employees receiving payment pursuant to clause 13.8 shall not be entitled to any payment dealing with dirty work (clause 13.10) or repair of unclean vehicles work (clause 13.26(b)).

### **13.9 Construction allowances - Building trades stream**

- (a) Bagging - Employees engaged upon bagging brick or concrete structures shall be paid an additional \$0.71 per hour for the actual time so engaged.
- (b) Underpinning - An additional \$0.95 per hour for the actual time so engaged 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.

### **13.10 Dirty work allowance**

- (a) An employee engaged on unusually dirty work to which no other allowance applies shall be paid an allowance as follows:
  - (i) for the Building trades stream - \$0.78 per hour for actual time so engaged;
  - (ii) for the Engineering stream and Forepersons stream - \$0.68 per hour for actual time so engaged.
- (b) Clause 13.10 does not apply if the employee is in receipt of an allowance for firing boilers (clause 13.32(a)(i)) or second-hand articles (clause 13.29).
- (c) Dirty work conditions may be found in the following places:

dismantling machinery, engine rooms, boilers, cyaniding, chlorinating, all dry crushing and grinding plants, sanitary works, artificial manure works, at pit top, all work done in lift shafts, all electrically driven vehicles that have been in use, all work performed between ceilings and roofs in buildings that have been in use, in using tar or bitumen, or where tar or bitumen has been used and is not dry and in overhauling and/or repairing transformers where the employee's clothing becomes soiled with oil, and other work which is of an unusually dirty or offensive nature.

### 13.11 Divisional and District parities

- (a) In addition to the rates of wages set out in this Award the following weekly amounts shall be paid to employees employed in the Divisions and Districts referred to hereunder:

Division and District	Per week \$
Northern Division, Eastern District	1.10
Northern Division, Western District	3.25
Mackay Division	0.90
Southern Division, Western District	1.05

- (b) Divisions:
  - (i) Northern Division - That portion of the State along or north of a line commencing at the junction of the sea coast with the 21st parallel of south latitude; then from that latitude due west to 147 degrees of east longitude; then from that longitude due south to 22 degrees 30 minutes of south latitude; then from that latitude due west to the western border of the State.
  - (ii) Mackay Division - That portion of the State within the following boundaries: Commencing at the junction of the sea-coast with the 21st parallel of south latitude; then from that latitude due west to 147 degrees of east longitude; then from that longitude due south to 22 degrees of south latitude; then from that latitude due east to the sea coast; then from the sea-coast northerly to the point of commencement.
  - (iii) Southern Division - That portion of the State not included in the Northern or Mackay Divisions.

- (c) Districts:

- (i) 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.

(ii) Southern Division:

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

Western District - The remainder of the Southern Division.

### **13.12 First-aid allowance**

- (a) An employee holding a certificate in first-aid issued by the Queensland Ambulance Service or equivalent qualification who is appointed in writing by the chief executive as a first-aid attendant shall be paid an additional \$3.68 per day.
- (b) This allowance shall be treated as part of the ordinary rate of pay for the purposes of annual leave (but not loading on leave), sick leave, long service leave and all other paid leave.

### **13.13 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 an additional \$4.65 per week.

### **13.14 Height allowance**

- (a) An employee required to perform work at a height from 15.25 to 22.87 metres from the ground or low water level or nearest horizontal plane shall be paid an additional \$0.45 per hour for the actual time so engaged.
- (b) An employee required to perform work at a height over 22.87 metres from the ground or low water level or nearest horizontal plane shall be paid an additional \$0.66 per hour for the actual time so engaged.

### **13.15 Insulation work - Building trades stream**

- (a) An employee 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, shall be paid an additional \$0.95 per hour for the actual time so engaged.
- (b) 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 an additional \$0.95 per hour for the actual time so engaged.
- (c) An employee engaged at fixing insulation materials with hot bitumen shall be paid an additional \$0.95 per hour for the actual time so engaged.
- (d) An employee engaged on insulating work in an average temperature of 7 degrees Celsius or under shall be paid an additional \$0.95 per hour for the actual time so engaged.

### **13.16 Labourers mixing wet concrete or compo**

A labourer mixing or depositing wet concrete or mixing compo for bricklayers or plasterers shall be paid an additional \$0.68 per day.

### 13.17 Laying other than standard bricks - Building trades stream

- (a) A Stonemason, Stonemason's Assistant, Bricklayer laying other than standard bricks and a Builder's Labourer handling building blocks (other than cindercrete blocks for plugging purposes) shall be paid an additional amount per hour, as specified below, whilst so engaged:

	<b>Per hour</b>
	<b>\$</b>
For bricks over 5.5kg	0.78
Over 9kg and up to 18kg	1.35
Over 18kg	1.95

- (b) 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.
- (c) A Stonemason or a Stonemason's Assistant shall not receive the above allowances if the employer provides mechanical means for the handling, lifting and placing of heavy blocks.

### 13.18 Leading hand allowance - Building trades and Engineering streams

- (a) An employee occupying the position of leading hand shall be paid the following additional rates per day:

<b><i>Building trades stream</i></b>	<b>Per day</b>
	<b>\$</b>
All other than plumbers -	
(i) In charge of not more than 1 person	4.60
(ii) In charge of 2 and not more than 5 persons	10.21
(iii) In charge of 6 and not more than 10 persons	12.85
(iv) In charge of more than 10 persons	17.09
Plumbers only -	
(i) In charge of not more than 1 person	6.65
(ii) In charge of 2 and not more than 4 persons	9.29
(iii) In charge of more than 4 persons	12.96
<b><i>Engineering stream</i></b>	
(i) In charge of less than 10 employees	8.04
(ii) In charge of 10 but less than 20 employees	12.04
(iii) In charge of 20 or more employees	15.83

- (b) 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.
- (c) A **leading hand plumber** means a qualified plumber who has one or more employees, other than apprentices, under their control. Where the employer is not a licensed plumber, the plumber in charge of the work shall be deemed to be a leading hand plumber.
- (d) For the purposes of clause 13.18(a) in respect of the Engineering stream, the leading hand shall be reckoned as one of the employees.

### **13.19 Motor vehicle allowance**

- (a) Where an employer requires an employee to use their own vehicle in or in connection with the performance of their duties, the employee shall be paid an allowance for each kilometre of authorised travel as follows:
  - (i) motor vehicle - \$0.80 per kilometre; and
  - (ii) motorcycle - \$0.27 per kilometre.
- (b) An employer may require an employee to record full details of all such official travel requirements in a log book.

*Note: Where a directive about motor vehicle allowances covers an employee, the provisions of the directive apply to the employee to the extent it provides a more generous entitlement.*

### **13.20 Motor vehicles drawing trailers**

- (a) Where an employee is required to drive a motor vehicle to which a trailer is attached they shall be paid an additional \$3.44 per day.
- (b) Not more than one trailer shall be attached and drawn at any one time.
- (c) The additional payment prescribed shall not apply to employees driving articulated vehicles or machinery floats and/or low loaders.
- (d) The allowance shall apply only in respect of the drawing of trailers having a loading capacity in excess of 0.5 tonnes.

### **13.21 Overtime meal allowances and meal breaks**

- (a) An employee working day work required to work overtime for:
  - (i) more than 2 hours after ordinary ceasing time or for more than one hour continuing beyond 1800 on any normal working day; or
  - (ii) more than 4 hours on a scheduled day off or a rostered day off,shall be provided with an adequate meal at the employer's expense or paid a meal allowance of \$14.10 in lieu of the provision of such meal.
- (b) A shift worker required to work overtime for:
  - (i) more than 2 hours after ordinary ceasing time on any normal working day; or
  - (ii) more than 4 hours on a scheduled day off, public holiday or a rostered day off,shall be provided with an adequate meal at the employer's expense or paid a meal allowance of \$14.10 in lieu of the provision of such meal.
- (c) An employee working overtime in the circumstance mentioned in clause 13.21(a)(i) shall be entitled to take a 30 minute unpaid meal break at a time agreed between the employer and the employee.
- (d) An employee working overtime in the circumstance mentioned in clause 13.21(b)(i) shall be entitled to take a 30 minute paid crib break after the first 2 hours worked.

- (e) Where the employer requires the employee to continue working for a further 4 hours of continuous overtime work in either of the situations mentioned in clauses 13.21(a) or (b), the employee shall be entitled to a 30 minute unpaid meal break and either provided with an adequate meal at the employer's expense or paid an additional meal allowance of \$14.10.
- (f) Where an employee has been given notice to work overtime on the previous working day or prior thereto, and has brought to work a prepared meal and such overtime is cancelled, the employee shall be paid a meal allowance of \$14.10 for such prepared meal.
- (g) An employee, who is required to commence work more than 2 hours before the ordinary commencing time, shall be allowed 30 minutes for a meal break in the employer's time provided the employee resumes work at the end of such break.

*Note: Where a directive about overtime meal allowances covers an employee, the directive applies to the extent that it provides a more generous entitlement.*

### **13.22 Painters labourers wages**

A painter's labourer engaged on any class of varnishing or finishing work shall be paid for the whole day at the rate of level C10 prescribed in clause 12.3(b).

### **13.23 Painting poles allowance**

An employee engaged in painting electric tramway or electric light poles shall be paid the rates prescribed for painters in the Building trades stream.

### **13.24 Plasterers in sewers**

A Plasterer engaged in sewer or shaft work in drains shall be paid an additional:

- (a) in drains 1.22 metres and over in diameter: \$0.44 per hour for the actual time so engaged; and
- (b) in drains under 1.22 metres in diameter: \$0.58 per hour for the actual time so engaged.

### **13.25 Plasterers top-dressing floors**

A Plasterer engaged in top-dressing floor work or patching old and dirty work shall be paid an additional \$0.44 per hour for the actual time so engaged. This payment shall not apply to terrazzo layers.

### **13.26 Repair work allowance**

- (a) A Boilermaker and any assistant engaged in repairs and alterations to old work only, notwithstanding that new material may have to be used for the purpose, shall be paid an additional \$0.93 per hour for actual time so engaged, but nothing extra shall be claimed for dirty work.
- (b) An employee employed on:
  - (i) the repair of the bodies of vehicles used to transport tar and bitumen where such vehicles have not been thoroughly cleaned down immediately before work on such repairs is commenced; or
  - (ii) the repairs of floors and undergear of trams and buses,shall be paid an additional \$0.68 per hour for the actual time so engaged.

### **13.27 Roof repairs**

An employee engaged on repairs to existing roofs shall be paid an additional \$0.94 per hour for the actual time so engaged.

### **13.28 Rubbing allowance**

A painter's labourer engaged in rubbing shall receive allowances as follows for the actual time so engaged:

- (a) wet rubbing - an additional \$0.71 per hour; and
- (b) using a compound and/or polish for rubbing bodies or any portion of a car after it has been sprayed with pyroxylin enamel - an additional \$0.41 per hour.

### **13.29 Second hand articles allowance**

Any employee engaged in the manufacture of any domestic article manufactured from any article already made up shall be paid 20 per cent in addition to their ordinary rate of pay.

### **13.30 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 additional \$2.99 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.

### **13.31 Special material handling allowance**

An employee engaged in the undermentioned task/s shall be paid an additional \$0.72 per hour for the actual time so engaged:

- (a) electrical labourers mixing concrete;
- (b) employees loading or unloading not less than six bags of lime and/or cement; or
- (c) handling loose slag wool, loose insulwool, or other loose material of a like nature, used in the construction, repair, or demolition of roofing, flooring, walls or partitions, for providing insulation against heat, cold or noise.

### **13.32 Special responsibilities allowances**

- (a) An employee in the Engineering stream required to work on the undermentioned task/s shall receive an additional \$7.11 per day:
  - (i) firing boilers with fuel other than coal, coke or corkwood, fuel oil, tar or gas;
  - (ii) as an electrical labourer at hammer and drill work;
  - (iii) as a jumper worker on gads and moils;
  - (iv) in the pole lifting gang;
  - (v) as a tool dresser;
  - (vi) as a jack-hammer worker; or
  - (vii) in the position of marker-off.

- (b) The additional payment at clause 13.32(a)(vii) for a maker-off is an 'all purpose' payment and shall be taken into consideration in the computation of overtime, payment for annual leave, sick leave, public holidays, week-end work etc.
- (c) An employee in the Building trades stream required to work as follows shall receive an additional \$5.63 per day:
  - (i) as a tradesperson who holds and is required to act on a scaffolding or rigging certificate issued by Workplace Health and Safety Queensland whilst engaged on work requiring a certificated person; and/or
  - (ii) as an employee, except if in receipt of a leading hand allowance, who regularly computes or estimates quantities of materials in respect to the work performed by other employees.
- (d) The additional payment at clause 13.32(c)(i) for certificate holders shall not be payable cumulative on the allowance for swing scaffolds set out in clause 13.35.

### **13.33 Special substance allowance**

An employee required to work in the following circumstances shall be paid an additional \$0.93 per hour for the actual time so engaged:

- (a) exposed to the effect of sulphuric acid;
- (b) using epoxy based materials and materials which include or require the addition of a catalyst hardener and reactive additives or two pack catalyst system;
- (c) working in close proximity to those subject to clause 13.33(b);
- (d) working amongst ammonia or other noxious gas fumes; or
- (e) in the maintenance, overhaul or repair of storage batteries or erecting second hand pre-used storage batteries.

### **13.34 Special tool using allowance - Engineering stream and, in relation to explosive powered tools only, Building trades stream**

An employee required to use the following tools or equipment shall be paid an additional \$1.90 per day:

- (a) chainsaw;
- (b) explosive powered tools;
- (c) pneumatic hammers for cleaning and dressing castings (other than full-time); or
- (d) shot blast or sand blast.

### **13.35 Swing scaffold**

A payment of \$5.63 for the first 4 hours or any portion thereof, and \$1.15 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, cable or bosun's chair (however named); or

- (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.

### 13.36 Tool allowance

- (a) The following tool allowances shall be paid to all tradespersons who are required to supply and use their own tools:
  - (i) in the case of a tradesperson engaged in the Engineering stream or Forepersons stream (where the foreperson is performing work associated with the Engineering stream trades) - \$21.80 per week; and
  - (ii) in the case of a tradesperson engaged in the Building trades stream or Forepersons stream (where the foreperson is performing work associated with the Building trades stream trades):

	<b>Per Week</b>
	<b>\$</b>
Carpenter and/or Joiner	26.95
Plumber and Gasfitter	26.95
Plasterer and Tiler	22.20
Bricklayer	19.10
Stonemason	19.10
Waterproofer	10.45
Signwriter, Painter, Glazier	6.40
Licensed Drainer	6.40

- (b) The tool allowances prescribed in clause 13.36(a) are not payable while an employee is absent on annual leave.
- (c) A tradesperson shall replace or pay for any tools supplied by their employer which are lost as a result of negligence on the part of the employee.

### 13.37 Tunnel work - Building trades stream

An employee engaged:

- (a) in tunnel work and required to work underground (other than pot and drive work) at a depth of 3.6 metres or less; or
- (b) 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
- (c) in trenches more than 1.8 metres in depth and less than 0.9 metres in width,

shall be paid an additional \$0.66 per day or shift.

### 13.38 Uniforms and laundry allowance

- (a) Where the employer requires an employee to wear a uniform, the employee shall be supplied suitable uniforms of good quality as approved by the employer. Uniforms will be replaced by the employer on a fair wear and tear basis.
- (b) Where an employee employed under the Forepersons stream is required to wear a uniform the employer must launder the uniform without charge to the employee or pay the employee an additional \$0.47 per day.

### **13.39 Wet work and work in the rain**

- (a) Where practicable suitable waterproof clothing shall be supplied by the employer to an employee who is required to work in the rain.
- (b) When an employee is 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 employee become wet, such employee shall be paid an additional \$0.93 per hour for the actual time so engaged. Such additional amount shall not be payable when protective clothing or boots are supplied.
- (c) When an employee is required 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 the employee finishes work or is able to change into dry clothing.

### **13.40 Hot and cold work allowance**

Where an employee is required to work for more than one hour continuously in places where the temperature is raised by artificial means to 45 degrees Celsius or more or is below 0 degrees Celsius they shall be paid an additional \$0.93 per hour for the actual time so engaged.

### **13.41 Work in excessive heat**

- (a) 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.
- (b) When the employer is unable to reduce the temperature below 54 degrees Celsius the employee shall be entitled to receive an additional \$0.95 per hour for the actual time so engaged. 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.
- (c) 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 an additional \$0.78 per hour for the actual time so engaged.
- (d) The temperature shall be determined by the representative of the employer after consultation with the employee who claims the additional 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.

### **13.42 Work under unpleasant conditions**

An employee 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 one-quarter.

### **13.43 Adjustment of monetary allowances**

- (a) Other than the expense related allowances at clauses 13.19 (motor vehicle allowance), 13.21 (overtime meal allowance), 13.36 (tool allowance) and Divisional and District parities at clause 13.11, respectively, all other monetary allowances specified in clause 13 (including clause 13.38(b) (laundry allowance)) shall be automatically adjusted from the same date and in the same manner as monetary allowances are adjusted in any State Wage Case decision or other decision of the Commission adjusting minimum wage rates in this Award.

- (b) The monetary allowances in clauses 15.2(c)(iii) (rotation of shift payment - Engineering stream), 25.3(b)(i) (radial allowance) and 25.3(c) (radial allowance), respectively, shall also be adjusted in the same manner and at the same time as monetary allowances are adjusted in accordance with clause 13.43(a).
- (c) At the time of any adjustment to the wage rates in this Award the expense related amounts at clauses 13.19 (motor vehicle allowance), 13.21 (overtime meal allowance), 13.36 (tool allowance), 25.2(b)(ii) (mileage allowance), 25.2(c)(ii) (mileage allowance), 25.3(b)(ii) (mileage allowance), 25.3(c)(ii) (mileage allowance), 26.1(a)(iii) (accommodation allowances), 26.2(a) (camping allowance), 26.3(d) (mileage allowance) and 29.1(d)(i) (tools insurance value), respectively, shall be automatically adjusted by the relevant adjustment factor. The relevant adjustment factor for this purpose is the percentage movement in the applicable index figure most recently published by the Australian Bureau of Statistics since the allowance was last adjusted.
- (d) The applicable index figure is the index figure published by the Australian Bureau of Statistics for the Eight Capitals Consumer Price Index, as follows:

<u>Allowance</u>	<u>Eight Capitals Consumer Price Index</u> <u>(ABS Cat No. 6401.0 - Table 7)</u>
Accommodation allowance <i>(last adjusted 1 September 2020)</i>	Domestic holiday, travel and accommodation sub-group
Camping allowance <i>(last adjusted 1 September 2019)</i>	Other recreation, sport and culture sub-group
Motor vehicle/Mileage allowance <i>(last adjusted 1 September 2019)</i>	Private motoring sub-group
Overtime meal allowance <i>(last adjusted 1 September 2020)</i>	Take-away and fast foods sub-group
Tool allowance and Tools insurance value <i>(last adjusted 1 September 2020)</i>	Tools and equipment for house and garden component of the household appliances, utensils and tools sub-group

## 14. Superannuation

- (a) Subject to Commonwealth legislation and clause 14(b), all employers subject to this Award must comply with superannuation arrangements prescribed in the *Superannuation (State Public Sector) Act 1990* (and associated Deed, Notice and Regulation).
- (b) Where Commonwealth legislation provides for choice of fund rights to an employee subject to this Award, and that employee fails to elect which superannuation fund to which employer contributions are directed, the employer will direct contributions to the appropriate fund prescribed in the abovementioned Queensland legislation.

## PART 5 - Hours of Work and Related Matters

### 15. Hours of duty

#### 15.1 Ordinary hours of duty

- (a) Except as provided in clauses 15.1(b), (c) and (d), the ordinary hours of duty for all employees covered by this Award, exclusive of meal breaks, shall be an average of 38 hours per week and 7.6 hours per day, with a maximum of 8 hours per day.
- (b) Unless otherwise provided, the ordinary hours of duty of employees are to be worked on a maximum of five days of each week on one of the following bases as agreed between the employer and the employees concerned:
  - (i) 38 hours within a work cycle not exceeding 7 consecutive days; or
  - (ii) 76 hours within a work cycle not exceeding 14 consecutive days; or
  - (iii) 114 hours within a work cycle not exceeding 21 consecutive days; or
  - (iv) 152 hours within a work cycle not exceeding 28 consecutive days.
- (c) Notwithstanding the working hours arrangements recorded in clause 15.1(a), an employer and an employee or group of employees may agree that hours of work can exceed 8 hours on any day, to a maximum of 10 hours, thus enabling more than one rostered day off to be taken during a particular work cycle.
- (d) In the case of employees engaged in the Engineering stream, an employer, a relevant union/s and the majority of employees in the work section or sections concerned, may agree for ordinary hours not exceeding twelve on any day to be worked subject to:
  - (i) the employer and the employee concerned being guided by the occupational health and safety provisions of the ACTU Code of Conduct on 12 hour shifts;
  - (ii) proper health monitoring procedures being introduced;
  - (iii) suitable roster arrangements being made; and
  - (iv) proper supervision being provided.
- (e) Different methods of working a 38 hour week may apply to individual employees, groups or sections of employees in each location concerned.
- (f) Rostered day off
  - (i) Where the arrangement of ordinary hours of work provides for a rostered day off, the employer and an individual employee and/or the majority of employees concerned may agree to accrue up to a maximum of five rostered days off. Consent to accrue rostered days off shall not be unreasonably withheld by either party.
  - (ii) Where such agreement has been reached, the accrued rostered days off shall be taken within 12 calendar months of the date on which each rostered day off was accrued.
- (g) Scheduled days off
  - (i) Unless prescribed elsewhere in this Award, all employees whose ordinary hours of duty may be worked on days other than Monday to Friday shall be entitled to not less than two consecutive scheduled days off duty each week.
  - (ii) In lieu of two whole days off in each week, an employee may be allowed in each fortnightly period either one scheduled day off in one week and three consecutive scheduled days off in the other week or four consecutive scheduled days off.

- (iii) Two consecutive scheduled days off, one at the end of one week and one at the beginning of the following week may be counted as meeting the requirements of clause 15.1(g)(i).

**15.2 Shift work arrangements**

- (a) Employees covered by this Award may be required to perform shift work.
- (b) Such shift work shall be worked in accordance with a roster mutually agreed between the chief executive and the majority of employees directly affected and/or the employees' representative.
- (c) Shift work arrangements for employees engaged within the Engineering stream
  - (i) No afternoon or night shift shall be recognised as such unless the shift work operation is scheduled for at least four successive working afternoons and/or nights (where shifts in excess of 8 hours are worked) or at least five days (where shifts of 8 hours or less are worked).
  - (ii) Where more than one shift of workers is employed they shall be changed if possible in weekly alteration or rotation.
  - (iii) Where an employer refuses to allow a changeover rotation of shifts, an employee who works on afternoon or night shift shall be paid \$0.27 an hour in addition to the shift allowance prescribed in clause 15.5(a).

- (d) Shift work arrangements for employees engaged within the Forepersons stream

Changes within a roster, other than those due to emergent circumstances, shall be by agreement between the employer and the employee concerned but failing agreement 24 hours' notice of any change in the roster must be given by the employer or double time is to be paid for the employee's next shift.

- (e) Shift work arrangements for employees engaged within the Building trades stream working on sewers

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

- (i) where continuous shifts are not required, shift work may be performed at such times as may be arranged;
- (ii) each shift shall consist of 8 hours, back to back, including 45 minutes for crib on the surface; and
- (iii) no employee shall be required to work night shift more than one week in three, or afternoon shift more than one week in two.

**15.3 Spread of ordinary hours of duty - day workers**

- (a) The spread of ordinary hours of duty for day workers shall be 0600 to 1800, Monday to Sunday, or other spread of hours as recorded in the table below:

Department, classification, group or area	Spread of ordinary hours and conditions attached thereto
(i) <b>Employees engaged in the Building trades stream</b>	0600 to 1800, Monday to Friday

Department, classification, group or area	Spread of ordinary hours and conditions attached thereto
	<p>The spread of hours may be altered as to all or a section of employees provided there is agreement between the employer and the majority of employees concerned:</p> <p>Work done outside the hours of 0600 to 1800 shall be paid at overtime rates and will be deemed to be part of the ordinary hours of work.</p>
<p>(ii) <b>Employees engaged in the Engineering stream</b></p> <ul style="list-style-type: none"> <li>o all employees</li> </ul>	<p style="text-align: center;">0600 to 1800, Monday to Sunday*</p> <p>The spread of hours may be altered by up to one hour at either end of the spread provided there is agreement between the employer and the majority of the employees in the plant or work section or sections involved.</p> <p>Work done outside the hours 0600 to 1800 shall be paid at overtime rates but may be deemed to be part of the ordinary hours of work.</p> <p>*Any arrangement of hours which includes a Saturday or Sunday as ordinary hours shall be subject to agreement between the employer and the employee or the majority of the employees involved.</p>

- (b) 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.
- (c) 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 starting and finishing work including personal clean up will be in the employee's time (except in cases of very dirty work having been performed in electroplating and/or polishing).

**15.4 Payment for working ordinary hours - day workers**

- (a) Except as provided by clause 15.4(b), all ordinary hours of duty performed by a day worker within the ordinary spread of hours prescribed in clause 15.3 shall be paid for as follows:
  - (i) Monday to Friday - ordinary time;
  - (ii) between 0000 and 2400 on a Saturday - time and one-half;
  - (iii) between 0000 and 2400 on a Sunday - double time; and
  - (iv) between 0000 and 2400 on a public holiday - at the rate prescribed in clause 23.1.
- (b) In the case of employees engaged in the Engineering stream, all ordinary hours of duty performed by a day worker within the ordinary spread of hours on a Saturday shall be paid for at the rate of time and one-half for the first 3 hours and double time thereafter.
- (c) In the case of employees engaged in the Forepersons stream, the Sunday penalty referred to in clause 15.4(a)(iii) shall include the casual loading paid to casual employees.

**15.5 Payment for working ordinary hours - shift workers**

- (a) All employees who work an afternoon shift or night shift Monday to Friday, inclusive, are to be paid an additional allowance of 15% for all ordinary time worked on such shifts, except in the case of employees engaged in the Building trades stream who will receive 12.5% when an afternoon shift is worked.
- (b) Subject to clauses 15.5(c) and (d) all ordinary hours of duty worked by a shift worker on a weekend or a public holiday shall be paid for as follows:
  - (i) between 0000 and 2400 on a Saturday - time and one-half;
  - (ii) between 0000 and 2400 on a Sunday - time and one-half; and
  - (iii) between 0000 and 2400 on a public holiday - at the rate prescribed in clause 23.1.
- (c) In the case of employees engaged in the Engineering stream, where the ordinary night shift commences prior to midnight on Sunday, the time between the commencement of the ordinary night shift and midnight shall be deemed not to be work done on Sunday, and the ordinary night shift rate shall apply.
- (d) In the case of employees engaged in the Forepersons stream, all ordinary hours of duty worked by a shift worker on a Sunday shall be paid for at the rate of double time.

#### **15.6 Time checking**

Any system used by an employer for the purpose of checking or recording their employees' time shall be operated in the employer's time only. This shall not apply to any system of checking employees' entrance to or exit from their place of work.

### **16. Meal breaks**

#### **16.1 Meal breaks - day workers**

- (a) Subject to clause 16.1(b), all day workers who work in excess of 5 hours on any day shall be allowed not less than 30 minutes and not more than 60 minutes for an unpaid meal break between the fourth and sixth hours of duty.
- (b) Clause 16.1(a) shall not apply to employees required by reason of their certificate of competency to remain in charge of an engine or boiler.
- (c) Where an employee is directed to work through their normal break the employee shall be paid at the rate of double time for all work so performed until a meal break of the usual duration can be taken or until the employee ceases work for the day.
- (d) Except in cases of emergency, no employee shall be required to work more than 6 hours without a break of the prescribed duration for a meal. This provision shall not apply to employees who are required by legislation to maintain constant vigil over plant or equipment when no relief is available.

#### **16.2 Meal breaks - shift workers**

- (a) All shift workers shall be allowed not less than 30 minutes for a meal break, without deduction of salary, with such break being taken at a time which maintains the continuity of work.
- (b) Where an employee is directed to work through their normal meal break the employee shall be paid at the rate of double time for all work so performed until a meal break of the usual duration can be taken or until the employee ceases work for the day.

- (c) Except in cases of emergency no employee shall be required to work more than 6 hours without a break of the prescribed duration for a meal. This provision shall not apply to employees who are required by legislation to maintain constant vigil over plant or equipment when no relief is available.

## **17. Rest pauses - both day workers and shift workers**

- (a) All employees are entitled to a paid rest pause of 10 minutes duration in the employer's time in the first and second half of the working day, subject to the following:
  - (i) a total of 10 minutes for an employee who works for more than 4 hours but less than 6 ordinary hours in any day; or
  - (ii) a total of 20 minutes for an employee who works for at least 6 ordinary hours in any day.
- (b) Where there is agreement between the employer and the majority of employees concerned the rest pauses may be combined into one 20 minute rest pause to be taken in the first part of the ordinary working day, with such 20 minute rest pause and the meal break arranged in such a way that the ordinary working day is broken up into three approximately equal working periods. Consent to combine the rest pauses shall not be unreasonably withheld by either party.
- (c) All rest pauses shall be taken at such times as will not interfere with the continuity of work where such continuity is necessary.

## **18. Overtime**

### **18.1 Overtime - general**

- (a) Employees shall work reasonable overtime whenever necessary in the opinion of the chief executive but 24 hours' notice shall be given, where practicable, to an employee required to work overtime.
- (b) Overtime is to be calculated to the nearest quarter of an hour.
- (c) Each day is to stand by itself when overtime is being computed, except where an employee commences overtime on one day and continues to work such overtime into the next day.

### **18.2 Payment for overtime**

Except as provided elsewhere in this Award:

- (a) All authorised overtime worked by an employee in excess of their ordinary daily hours of duty or outside their spread of ordinary working hours on any day, Monday to Friday, shall be paid:
  - (i) for an employee engaged within the Building trades stream, at the rate of time and one-half for the first 2 hours and double time thereafter; and
  - (ii) for an employee engaged within the Engineering stream or Forepersons stream, at the rate of time and one-half for the first 3 hours and double time thereafter.
- (b) All authorised overtime worked by an employee on a Saturday shall be paid:
  - (i) for an employee engaged within the Building trades stream, at the rate of time and one-half for the first 2 hours and double time thereafter, with a minimum payment as for 3 hours' work; and

- (ii) for an employee engaged within the Engineering stream or Forepersons stream, at the rate of time and one-half for the first 3 hours and double time thereafter, with a minimum payment as for 3 hours' work.
- (c) All authorised overtime worked by an employee on a Sunday shall be paid at the rate of double time with a minimum payment as for 3 hours' work.
- (d) All authorised overtime worked by a shift worker is to be paid for at the rate of double time.
- (e) Rostered and scheduled days off
  - (i) All authorised overtime worked by an employee on the employee's rostered day off or first or third scheduled day/s off during a work cycle shall be paid at the rate of time and one-half for the first 3 hours and double time thereafter with a minimum payment as for 3 hours' work.
  - (ii) All authorised overtime worked by an employee on the employee's second or fourth scheduled day off during a work cycle shall be paid at the rate of double time with a minimum payment as for 3 hours' work.
- (f) Where an employee in the Engineering stream is required to report for overtime between midnight and 0600 they shall be paid at the rate of double time for all overtime so worked up to the ordinary starting time Monday to Friday and up to 0700 on Saturday.
- (g) All authorised overtime worked by an employee on a public holiday shall be paid at the rate prescribed in clause 23.1.
- (h) The minimum payments provided in clauses 18.2(b), (c) and (e) shall not apply where such overtime is performed immediately preceding or following ordinary hours.
- (i) An employee in the Building trades stream who, after having been notified to do so, reports for overtime worked on a Saturday, Sunday or public holiday and is unable to work through wet weather shall receive payment for 3 hours at the ordinary rate of wages.

### **18.3 Transport costs following overtime**

When an employee living more than two kilometres from the place of work, after having worked overtime or a shift which has not been regularly rostered, finishes work at a time when the customary means of transport is not available and is unable to arrange reasonable alternative means of transport, the employer shall provide the employee with suitable means of transport home or pay such expenses as are reasonably incurred by the employee in travelling to their home.

### **18.4 Recall to duty - generally**

- (a) Subject to clause 18.4(c) and (d), an employee having been recalled to perform duty after leaving the employer's business premises (whether notified before or after leaving the premises) shall be paid for the time worked at the appropriate rate, with a minimum payment as for 4 hours' work for each time they are so recalled.
- (b) Except in the case of unforeseen circumstances the employee will not be required to work the full 4 hours if the job for which the employee has been recalled is completed within a shorter period.
- (c) The minimum payment prescribed in clause 18.4(a) will not apply:
  - (i) in cases where it is customary for an employee to return to the job site out of hours to perform a specific task; or

- (ii) where the overtime worked is continuous (subject to prescribed meal breaks) with the completion or commencement of ordinary working hours.

(d) The provisions of clauses 18.4(a), (b) and (c) do not apply to:

- (i) an employee engaged within the Forepersons stream who is on call and receives payment if called upon to perform duty in accordance with clause 18.6; or
- (ii) an employee engaged within the Engineering stream who is required to report for emergency work, who is entitled to payment for such work from the time of leaving home until they return home from that work, with a minimum payment as for 2 hours' work at overtime rates.

### 18.5 On call - additional payments

- (a) Where an employee in the department, classification, group or area recorded in the table below is instructed to be available on call outside ordinary or rostered working hours the employee shall be entitled to an additional payment as follows:

Department, classification, group or area	Additional payment
<p>(i) <b>Employees engaged by Public Safety Business Agency in connection with work performed for Queensland Fire and Emergency Services</b></p> <ul style="list-style-type: none"> <li>○ Employees engaged in the Engineering stream</li> </ul>	<p>For each week an employee is rostered on call for emergency work outside ordinary hours, the employee shall be paid 14% of the C10 weekly rate of pay.</p>
<p>(ii) <b>Various departments</b></p> <ul style="list-style-type: none"> <li>○ Employees engaged in the Forepersons stream</li> </ul> <p><i>Where:</i></p> <p><i>For the purpose of calculating the prescribed hourly rate, the divisor shall be based upon a 38 hour week and calculated to the nearest \$0.05.</i></p> <p><i>For the purpose of clause 18.5(a)(ii), a <b>night</b> is deemed to consist of those hours falling between 1900 and 0600 or mainly between such hours.</i></p>	<p>An allowance based upon the hourly rate of the classification of professional officer level 3, paypoint 4 of the <i>Queensland Public Service Officers and Other Employees Award - State 2015</i> in accordance with the following scale:</p> <ul style="list-style-type: none"> <li>• on call throughout the whole of a Saturday, Sunday or a public holiday: 95% of the prescribed hourly rate;</li> <li>• on call during the night only of a Saturday, Sunday or a public holiday: 60% of the prescribed hourly rate; and</li> <li>• on call on any other night: 47.5% of the prescribed hourly rate.</li> </ul>

### 18.6 Undertaking duties from home - Forepersons stream

An employee on call who undertakes duties without the need to leave the employee's place of residence shall be entitled to the following:

- (a) where providing advice, referring callers to other staff or organisations, taking details of complaints/incidents for resolution during ordinary hours or directing other staff to attend an incident (normally no greater than 10 minutes for each occurrence) - payment at the overtime rate prescribed in clause 18.2 for the actual time worked up to a maximum of 2 hours on any one day.

Where at least four calls in this category are taken between 2200 and 0600, such calls shall be deemed to constitute a minimum of one hour's work;

- (b) where undertaking normal duties (e.g. correcting/resolving faults via internet, making and receiving phone calls in order to manage an incident other than provided for in clause 18.6(a) above) - payment at the overtime rate prescribed in clause 18.2 for the actual time worked with a minimum payment of one hour for each time the employee performs such duties. Should such employee be recalled again to perform duties separately within the minimum one hour period, no further payment shall apply; and
- (c) the employee will be responsible for the recording of the nature and the times of contact in respect of the types of matters mentioned in clauses 18.6(a) and (b), respectively, for subsequent verification by the chief executive.

### **18.7 Fatigue leave/rest period after overtime**

- (a) An employee who works so much overtime between the termination of ordinary work on one day and the commencement of ordinary work on the next day so that 10 consecutive hours off duty has not occurred shall be released after completion of such overtime until 10 consecutive hours off duty does occur without loss of pay for ordinary working time occurring during such absence.
- (b) If, on the instructions of the employer, an employee resumes or continues ordinary work without having had 10 consecutive hours off duty the employee shall be paid double rates until released from duty and shall then be entitled to be absent until 10 consecutive hours off duty has occurred without loss of pay for ordinary working time occurring during such absence.
- (c) The provisions of clause 18.7 shall apply to shift workers who rotate from one shift to another as if 8 hours were substituted for 10 hours when overtime is worked:
  - (i) for the purposes of changing shift rosters; or
  - (ii) when a shift worker does not report for duty; or
  - (iii) where a shift is worked by arrangement between the employees themselves.
- (d) An employee engaged within the Building trades stream who has worked continuously (except for meal breaks) for 20 hours, is to have a break of at least 12 hours before again starting work.
- (e) Clause 18.7 does not apply to employees:
  - (i) who reside or remain on or about their place of work and are required to perform duties on an intermittent basis outside their ordinary hours of duty; or
  - (ii) who has been recalled to duty and the actual time worked is less than 3 hours on each of such recalls (see clause 18.4).

## **PART 6 - Leave of Absence and Public Holidays**

### **19. Annual leave**

Annual leave is provided for in Division 5 of the QES. Clauses 19.1 to 19.3 supplement the QES.

*Note: Where a directive about annual leave covers an employee, the provisions of the directive apply to the employee to the extent it provides a more generous entitlement.*

#### **19.1 Payment for annual leave**

- (a) An employee (other than a shift worker) proceeding on annual leave is entitled to receive the following payments:
  - (i) an amount equal to the salary level being paid to the employee immediately before the employee takes the leave for the period of such leave; and
  - (ii) a further amount equal to 17.5% of the salary payable for ordinary time in relation to the employee's substantive position for the period of such leave.
- (b) A shift worker proceeding on annual leave is entitled to receive the following payment:
  - (i) an amount equal to the salary level being paid to the employee immediately before the employee takes the leave for the period of such leave calculated according to the employee's roster or projected roster including shift, weekend or public holiday penalties; or
  - (ii) an amount equal to the salary level being paid to the employee immediately before the employee takes the leave for the period of such leave, plus a further amount equal to 17.5% of the salary payable for ordinary time in relation to the employee's substantive position for the period of such leave, excluding any shift, weekend or public holiday penalties,whichever is the higher.
- (c) An employee engaged within the Engineering stream who is a continuous shift worker proceeding on annual leave is entitled to receive the following payments:
  - (i) an amount equal to the salary level being paid to the employee immediately before the employee takes the leave for the period of such leave; and
  - (ii) a further amount equal to 27.5% of the salary payable for ordinary time in relation to the employee's substantive position for the period of such leave.

## 19.2 Christmas/New Year closure

- (a) Where their employing department is compulsorily closed over the Christmas/New Year period, all affected employees shall have their annual leave entitlement debited (other than a **concessional day**) by the number of ordinary working days, or hours in the case of part-time employees, they would ordinarily have worked between Christmas Day and New Year's Day, inclusive.
- (b) For the purposes of clause 19.2(a), **concessional day** means any day upon which an employee is permitted to be absent on full pay without debit to any leave account as a result of a compulsory closure of Government establishments over the Christmas/New Year period or such closure or restricted staffing as the employer determines.
- (c) Notwithstanding the provisions of clause 19.2(a), an employer and an employee may agree that an employee may access any accrued rostered days off or any other accumulated time off during a compulsory Christmas closure period instead of having their annual leave entitlement debited.

## 19.3 Specific annual leave provisions applying to certain employees

- (a) An employee engaged within the Engineering stream as an emergency worker (except continuous shift workers) who makes a specific agreement in writing with their employer to remain in readiness to do overtime work at all hours shall be allowed one week's additional paid leave exclusive of public holidays.
- (b) If an employee in the Building trades stream 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.

- (c) Annual leave is exclusive of any rostered day off which would have occurred had the employee not been on annual leave.

## 20. Personal leave

- (a) Personal leave is provided for in Division 6 of the QES and covers:
  - (i) sick leave;
  - (ii) carer's leave;
  - (iii) bereavement leave; and
  - (iv) cultural leave.
- (b) In addition to the provisions of Subdivision 2 of Division 6 of the QES an employee is entitled to use any sick leave to which they have an entitlement for carer's leave purposes.
- (c) An employee may also elect, with the consent of the employer, to take annual leave for carer's leave purposes.
- (d) An application for sick leave of more than 2 days is to be supported by a medical certificate or any other evidence that is acceptable to the employer.

*Note: Where a directive about sick leave or bereavement leave covers an employee, the provisions of the relevant directive apply to the employee to the extent it provides a more generous entitlement.*

## 21. Parental leave

- (a) Parental leave is provided for in Division 8 of the QES and covers:
  - (i) birth-related leave for an employee who is pregnant or whose spouse gives birth;
  - (ii) adoption leave; and
  - (iii) surrogacy leave.
- (b) Notwithstanding the provisions of Subdivision 2 of Division 8 of the QES, all full-time and part-time employees are entitled to parental leave upon commencement of employment.
- (c)
  - (i) An employee who is pregnant, whether or not she has given her employer written notice of the date/s on which she proposes to start and/or end maternity leave, must:
    - (A) commence maternity leave at least 6 weeks prior to the expected date of birth of her child; and
    - (B) remain on maternity leave until at least 6 weeks after the birth of the child.
  - (ii) An employer may at the request of the employee and on receipt of a certificate from a medical practitioner certifying that in the opinion of the medical practitioner:

- (A) the employee is fit for duty until a specified date - reduce the period mentioned in clause 21(c)(i)(A); or
  - (B) the employee is fit to resume duty - reduce the period mentioned in clause 21(c)(i)(B).
- (iii) If the employer makes a decision under clause 21(c)(ii)(A) to reduce the period, the approval is of effect until:
- (A) the day specified in the medical certificate; or
  - (B) the day 14 days after the day the employer revokes the decision by giving written notice to the employee; or
  - (C) the employee commences maternity leave; or
  - (D) the day of the employee's confinement,
- whichever happens first.
- (d) An employee who is pregnant, during the term of her pregnancy until 6 weeks before the expected date of birth of her child or lesser period as approved by the employer, may request to work part-time or other flexible work arrangements.
- (e) An employee who has taken leave to attend compulsory interviews or examinations as part of an adoption process or who has taken leave to attend compulsory interviews or court hearings associated with a surrogacy arrangement may request that such leave be taken as paid annual leave.
- (f) In addition to the provisions of Subdivision 6 of Division 8 of the QES an employee who has returned to work on a part-time basis may seek to return to the position they held prior to commencing parental leave.
- (g) If the position mentioned in clause 21(f) no longer exists but there are other positions available that the employee is qualified for and is capable of performing, the employee is entitled to be employed in a position that is, as nearly as possible, comparable in status and remuneration to that of the employee's former position.
- (h) The employer must make a position to which the employee is entitled available to the employee.
- (i) (i) An employee who is the parent of a child may apply, at any time, to their employer to work on a part-time basis in order to be the child's primary caregiver when not at work.
- (ii) The requirements concerning the manner in which the employee may make an application to work part-time under clause 21(i)(i) are the same as those contained in the QES with respect to applications to return to work on a part-time basis for an employee on parental leave (i.e. s 75).
- (iii) The period in relation to which an application under clause 21(i) may be made cannot extend beyond the day the child is required to be enrolled for compulsory schooling under the *Education (General Provisions) Act 2006*.
- (iv) The requirements concerning the manner by which the employer is to assess any application by an employee to work part-time are the same as those contained in the QES with respect to assessing applications to return to work on a part-time basis for an employee on parental leave (i.e. s 76).

*Note: Where a directive about paid parental leave covers an employee, the provisions of the directive apply to the employee to the extent it provides a more generous entitlement.*

## **22. Long service leave**

- (a) Long service leave, including for casual employees, is provided for in Division 9 of the QES. Clause 22(b) supplements the QES.
- (b) In lieu of the provisions of sections 95(2)(a) and (b) of the Act, all employees who complete 10 years' continuous service are entitled to long service leave at the rate of 1.3 weeks on full pay for each year of continuous service and a proportionate amount for an incomplete year of service.

*Note: Where a directive about long service leave covers an employee, the provisions of the directive apply to the employee to the extent it provides a more generous entitlement.*

## **23. Public holidays**

Public holidays are provided for in Division 10 of the QES. Clauses 23.1 to 23.5 supplement the QES provisions.

### **23.1 Payment for public holidays and for work on a public holiday**

- (a) An employee (other than a casual employee) who would normally work on a day on which a public holiday falls and who:
  - (i) is not required to work on that day, shall be paid for the ordinary hours the employee would normally have worked if that day had not been a public holiday;
  - (ii) is required to work on the public holiday shall, in addition to the payment prescribed in clause 23.1(a)(i), be paid at the rate of time and one-half for any hours worked, with a minimum payment as for 4 hours' work for the day.
- (b) An employee (including a casual employee) who would normally work on a day on which a public holiday falls and who performs authorised overtime outside the employee's ordinary working hours for that day shall be paid for such time at double the overtime rate prescribed in clause 18.2.
- (c) An employee (including a casual employee) who would not normally be required to work on a public holiday but who is required to work on that day shall be paid at the rate of double time and one-half for any hours worked, with a minimum payment as for 4 hours' work for the day.
- (d) The minimum payment provided in clauses 23.1(a) or (c) shall not apply where the work performed on the public holiday is immediately preceding or following ordinary hours.

### **23.2 Equivalent time off - Forepersons stream**

- (a) Subject to clause 23.1, an employee who performs work on any public holiday, or any day appointed under the *Holidays Act 1983* to be kept in place of any such holiday, shall at the employee's option receive time off equivalent to the number of hours worked, with a minimum of 4 hours in lieu of monetary compensation.
- (b) Where an employee elects to take equivalent time off such employee shall in addition be paid at half the ordinary rate with a minimum as for 4 hours' work.
- (c) Such equivalent time off shall be taken within 12 months of the public holiday day on which the employee performed the work at a time to be mutually agreed with the employer.

- (d) Where such equivalent time off is not utilised within 12 months of the date of accrual, it shall be paid out at the rate of time and one-half.

### **23.3 Substitution**

- (a) Subject to statutory limitations (such as the time work may not be performed on Anzac Day) where there is agreement between the chief executive and an employee or employees, another ordinary working day may be substituted for a public holiday.
- (b) Where an employee is subsequently required to work on the substituted day they shall be paid at the rate prescribed in clause 23.1.

### **23.4 Employees who do not ordinarily work Monday to Friday of each week**

- (a) An employee (other than a casual employee) who does not ordinarily work Monday to Friday of each week is entitled to public holidays as follows:
  - (i) either payment for each public holiday or a substituted day's leave.
  - (ii) where a public holiday would have fallen on a Saturday or a Sunday (e.g. Australia Day) but is substituted for another day, an employee (other than a casual employee) who would ordinarily have worked on such Saturday or Sunday but who is not rostered to work on such day is entitled to payment for the public holiday or a substituted day's leave.
- (b) Where Christmas Day falls on a Saturday or a Sunday and the public holiday is observed on another day, an employee required to work on Christmas Day (i.e. 25 December) is to be paid at the usual rate for work performed on a Saturday or Sunday, as the case may be, plus a loading of 50% of the ordinary hourly rate.
- (c) For the purpose of clause 23.4(a) **payment for each public holiday and a substituted day's leave** means:
  - (i) for full-time employees: 7.6 hours at ordinary rates; and
  - (ii) for part-time employees: the number of ordinary hours normally worked on the same day of the week on which the holiday falls.
- (d) Nothing in clause 23.4 confers a right to any employee to payment for a public holiday as well as a substituted day in lieu.

### **23.5 Rostered day off on a public holiday**

- (a) An employee engaged within the Forepersons stream (other than a casual employee) whose rostered day off falls on a public holiday shall be paid an additional day's wage or be granted a day's holiday in lieu at a time to be mutually arranged, including by taking it in conjunction with annual leave.
- (b) For the purpose of clauses 23.5(a) **additional day's wage and a day's holiday in lieu** means:
  - (i) for full-time employees: 7.6 hours at ordinary rates; and
  - (ii) for part-time employees: the number of ordinary hours normally worked on the same day of the week on which the holiday falls.
- (c) A shift worker engaged within the Engineering stream whose rostered day off falls on a public holiday shall be granted a day's holiday in lieu to be added to their annual leave.

- (d) Nothing in clause 23.5 confers a right to any employee to payment for a public holiday as well as a substituted day in lieu.

## **24. Jury service**

Jury service is provided for in Division 12 of the QES.

*Note: Where a directive about court attendance or jury service covers an employee, the provisions of the directive apply to the employee to the extent it provides a more generous entitlement.*

## **PART 7 - Transfers, Travelling and Working Away from Usual Place of Work**

### **25. Fares and travelling time**

#### **25.1 Provisions of general application**

- (a) Each employee covered by this Award shall start and cease work on the job at the usual commencing and finishing times and may be required to travel from work site to work site as directed by the employer.
- (b) An employee driving a vehicle supplied by the employer outside ordinary working hours at the direction of the employer for the purpose of transporting:
  - (i) other employees; and/or
  - (ii) goods, stores, provisions, tools or equipment on behalf of the employer,shall be deemed to be working and entitled to be paid overtime at the applicable overtime rate/s.
- (c) For purposes of clarity, nothing in clause 25.1(b) is designed to entitle an employee to overtime rates where the vehicle they might be driving is carrying goods, stores, provisions, tools or equipment owned by the employee or the employer as an incidental aspect of the journey.

#### **25.2 Provisions applicable to depot, workshop or facility based employees**

- (a) Except as prescribed elsewhere in this Award, no fares or travelling time shall be paid to a depot, workshop or facility (DWF) based employee who is engaged to work either permanently or principally at a depot, workshop or facility owned or operated by the employer.
- (b)
  - (i) A DWF based employee who, during the course of the working day, is required to work at a work site away from their permanent or principal depot, workshop or facility shall be transported to such work site by the employer in the employer's time.
  - (ii) In the event the employer does not provide transport and the employee is required to make their own way to the work site the employee shall be paid reasonable cost of fares by the most convenient public transport between such work sites or, where the employer requests the employee to use their own vehicle to effect such a transfer and the employee agrees to do so, be paid an allowance at the rate of \$0.86 per kilometre.
- (c)
  - (i) Subject to clause 25.2(d), a DWF based employee who is required by the employer to travel in their own time to a work site other than their permanent or principal depot, workshop or facility shall be transported by the employer from the permanent or principal depot, workshop or facility to the work site and return and the actual time occupied in such travelling shall be paid for at ordinary rates except on Sundays and public holidays when it shall be time and one-half.

- (ii) In the event the employer does not provide transport and the employee is required to make their own way to the work site the employee shall also be paid reasonable cost of fares by the most convenient public transport between such sites or, where the employer requests the employee to use their own vehicle to effect such a transfer and the employee agrees to do so, be paid an allowance at the rate of \$0.86 per kilometre.
- (d) (i) In lieu of the provisions set out in clause 25.2(c), an employee may agree with their employer to make their own way from their usual place of residence to the work site, rather than being required to report to the depot, workshop or facility. In such cases, the employee shall be entitled to excess travelling time and distance calculated on the basis of the time taken and distance travelled by the employee between their usual place of residence and their depot, workshop or facility compared to the distance between their usual place of residence and the work site, and return.
  - (ii) Any excess travelling time and distance is to be paid at the rates specified in clause 25.2(c)(i) and (ii).
- (e) For the purposes of clause 25.2, the word **principal** shall be interpreted to mean the depot, workshop or facility at which the employee spends the majority of their working hours.

### **25.3 Provisions applicable to radial based employees**

- (a) The fares, allowances and/or travelling time provisions in clause 25.3 shall apply to an employee required to start and cease work at a work site, other than a depot, workshop or facility owned or operated by their employer, by travelling to and from such work site in their own time by their own means.
- (b) Subject to clause 25.3(d) a radial based employee travelling in their own time and using their own vehicle to travel to and from a work site within a 50 km radius from the GPO Brisbane or the principal Post Office of the nearest town to the work site shall be paid:
  - (i) an allowance of \$17.67 per day; and, where applicable
  - (ii) for distances actually travelled beyond 75 km but within the 50 km radius: additional travel time at ordinary rates plus an allowance of \$0.46 per km for every kilometre travelled beyond 75 km.
- (c) A radial based employee travelling in their own time and using their own vehicle to travel from inside the 50 km radius described in clause 25.3(b) to a work site outside that radial area shall be paid an allowance of \$17.67 per day and in respect of travel beyond the 50 km radius to the work site and return to that radius:
  - (i) travel time at ordinary rates to the next quarter of an hour, with a minimum payment of 30 minutes per day for each return journey, for time spent outside ordinary or rostered working hours reasonably spent in undertaking such travel; and
  - (ii) reimbursed any expenses necessarily and reasonably incurred in such travel or paid an allowance of \$0.41 per km for each kilometre travelled outside the 50 km radius where the employee uses their own vehicle.
- (d) Subject to clause 25.1(b), where a radial based employee has been provided with, or is offered, a vehicle at no additional cost to the employee to travel to or from a designated work site, the employee is only entitled to travelling time, paid at ordinary rates.

## **26. Living away from home**

### **26.1 Distant work**

- (a) An employee required to travel to a locality at such distance from the employee's usual place of residence that the employee cannot reasonably return to that place each night shall be:
  - (i) provided with reasonable transport to and from such locality; and
  - (ii) reimbursed the actual and reasonable expenses for any meals and incidental expenses necessarily incurred by the employee while undertaking such travel; and
  - (iii) subject to clause 26.1(b), provided with reasonable board and accommodation or paid an allowance of \$436.50 per week (\$62.36 per day), which shall not be wages.
- (b) The allowance prescribed in clause 26.1(a)(iii) shall be increased if the employee satisfies the employer that the employee reasonably incurred a greater outlay than that prescribed. In the event of any disagreement about the outlay involved, the matter may be dealt with in accordance with clause 7.1.
- (c) If the employee is required to travel to, or return from, the distant locality in their own time they shall be paid a maximum of 8 hours travelling time during any 24 hour period which shall be paid at ordinary rates, except on Sundays and public holidays when it shall be time and one-half.
- (d) Subject to clause 26.1(e), on jobs lasting over two months and where the distant locality is not more than 450 km, the employee shall be entitled to return to their usual place of residence once each month and be reimbursed any fares reasonably incurred in travelling from the distant location to their usual place of residence and return. Where the distance is more than 450 km, the employee shall be entitled to return to their usual place of residence once each two months and reimbursed any fares reasonably incurred in travelling from the distant location to their usual place of residence and return.
- (e) Except in the case of an employee who leaves their employment for a legitimate compassionate reason or whose employment is terminated for other than serious misconduct, no employee shall be entitled to return fares from the distant locality to their usual place of residence unless they carry out their duties:
  - (i) to the completion of the work for which they are engaged; or
  - (ii) for a period of at least eight weeks,whichever is the lesser.

## **26.2 Camp allowance and camp accommodation**

- (a) Where for the performance of work it is necessary for an employee to live in a camp provided by the employer they shall be paid at the rate of \$102.30 per week of seven days and tents with suitable flies and suitable wooden flooring or other weatherproof accommodation, stretchers, camp and cooking utensils shall be supplied free of charge by the employer.
- (b) The erection of all such camps shall be done in the employer's time, but the employee shall be liable for damage done to such accommodation, tents, wooden flooring, stretchers, camp and cooking utensils wilfully or by reason of negligence.
- (c) When an employee lives in a camp during the week and returns home for a weekend or part of a weekend but is not absent from the job for any of the ordinary working hours, the employee shall be paid the full camping allowance prescribed in clause 26.2(a).

### **26.3 Travelling arrangements from a camp to a work site**

Where an employee is obliged to reside in a camp the following compensation for travelling shall apply:

- (a) An employee who is not transported, or not offered transport, from the camp to the work site and return shall be entitled to travelling time on the following basis:
  - (i) for all travelling time in excess of 30 minutes up to and including 60 minutes per day: half the travelling rate specified in clause 25.3(b)(i);
  - (ii) all travel in excess of 60 minutes per day: at the full rate expressed in clause 25.3(b)(i);
  - (iii) for all travel outside the 50km radius expressed in clause 25.3(c): paid in accordance with clause 25.3(c).
- (b) Where a camp is situated:
  - (i) within a radius of 150 km of the principal Post Office in the nearest town: the employee will be transported to and from such centre on a weekly basis by the employer.
  - (ii) outside a radius of 150 km of and within a radius of 300 km of the principal Post Office in the nearest town: the employee will be transported to and from such centre on a fortnightly basis by the employer.
  - (iii) outside a radius of 300 km of the principal Post Office in the nearest town: the employee will be transported to and from such centre on a 4 weekly basis by the employer.
- (c) Travelling time between the camp and the principal Post Office in the nearest town in any of the situations described in clause 26.3(b) is to be paid at the employee's ordinary rate of pay.
- (d) Where transport between the camp and the principal Post Office in the nearest town is not provided by the employer and the employee agrees to use their own vehicle, the employee shall also be paid \$0.46 per kilometre travelled.
- (e) An employee using their own vehicle pursuant to clause 26.3(d) and who agrees to transport stores and/or other materials between the camp and the recognised centre, or vice versa, shall also be paid travelling time at overtime rates.

## **PART 8 - Training and Related Matters**

### **27. Training, learning and development**

- (a) The parties to this Award recognise that in order to increase efficiency and productivity a greater commitment to learning and development is required.
- (b) Accordingly, the parties commit themselves to developing a more highly skilled and flexible workforce and providing employees with career opportunities through appropriate training to acquire additional skills and removing barriers to the use of skills acquired.
- (c) Within each agency, a consultative mechanism and procedures involving representatives of management, employees and relevant unions shall be established as determined by the chief executive, having regard to the size, structure and needs of that agency.
- (d) Following consultation, the chief executive shall develop a learning and development strategy consistent with:

- (i) the current and future needs of the agency;
  - (ii) the size, structure and nature of the operations of the agency; and
  - (iii) the need to develop vocational skills relevant to the agency through courses conducted wherever possible by accredited educational institutions and providers.
- (e) Learning and development may be both on-the-job or off-the-job and either internal or external to the organisation. If the training is undertaken during ordinary working hours the employee concerned shall not suffer any loss of pay. The employer shall not unreasonably withhold such paid training leave.
- (f) Learning and development provided should assist employees in obtaining accredited competencies, knowledge and skills.
- (g) All such learning and development should be directed at enabling employees to enhance skills relevant to duties to be performed. Employees will be expected to attend scheduled learning and development activities.
- (h) (i) In the case of the Building trades stream, where it is determined, through the classification process, that an employee is required to perform a certain task and the employee is not yet competent in that task, the employer shall, as soon as practicable and subject to clause 27(h)(ii), provide the necessary training to progress the employee to full competence. Such training shall be funded by the employer.
- (ii) Notwithstanding clause 27(h)(i), an employer may instruct an employee not to undertake certain tasks which they are not yet competent to perform. In such a case training by the employer will not be required.
- (i) Costs incurred in association with the training described in this clause shall be reimbursed or funded by the employer as follows:
- (i) 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 27 shall be reimbursed by the employer upon the production of evidence of such expenditure, subject to the presentation of reports of satisfactory progress; and
  - (ii) travel costs incurred by an employee undertaking training in accordance with clause 27 which exceed those normally incurred travelling to and from work shall be reimbursed by the employer.
- (j) Any disputes arising from the operation of this clause shall be subject to the dispute settlement procedure contained in clause 7.1 of the Award.

## **PART 9 - Occupational Health and Safety Matters, Equipment, Tools and Amenities**

### **28. Workplace health and safety**

The use of personal protective clothing and equipment together with the relevant safety measures are to be followed at all times in accordance with the relevant legislation.

#### **28.1 Employees engaged within the Engineering stream**

- (a) Repairs shall not be done in lifts, shafts or dangerous places of a similar nature whilst the same are in ordinary use.
- (b) An employee engaged in cutting out work with handsnips shall be relieved of such cutting for the rest of the day after a given period for given gauges as follows:

	Hours
20 to 22 gauge	2
24 gauge	3
26 gauge	4.5
28 gauge	6

- (c) All poles over 10.5 metres in height except those carrying suspension wires only shall be stepped from that height upwards.
- (d) Employees who have to work on poles shall be provided with a ladder or tower wagon. If any such employee is left on a pole, there shall be within 90 metres a ladder or tower wagon. Hauling lines shall be supplied but climbers shall not be used.
- (e) Employees working in wet places shall be supplied by the employer with waterproof clothing and knee boots in good order and condition, and a suitable and safe place for drying wet clothing. A place shall be deemed to be "wet" when water other than rain is continually dropping from overhead so that the clothing of workers employed there will become saturated with water, or where there is water underfoot to a depth exceeding five centimetres, so that the feet of the workers employed there will become wet. No place shall be considered wet where workers are not actually working or where the wetness is caused by a jet or spraying of water.
- (f) Employees working on 200 volts and over, direct current, and on all alternating current live wires, shall, where required, be provided with the necessary insulating tools, rubber mats, or any other necessary protective appliances by their employer.
- (g) Employees emerying copper shall work no longer than one hour at any one time. There shall also be a break of 30 minutes after each such job.
- (h) The proportion of trainee electrical linespersons to certificated electrical linespersons shall not exceed one trainee electrical linesperson to every four certificated electrical linespersons in the employ of the employer.
- (i) An Electrician in Charge of Installation, Class I or II, shall not at any time be in charge of more than one self-contained electrical generating plant. A **self contained electrical generating plant** shall mean one electrical plant which contains one or more sets of prime movers or generators. An electrical motor is not to be regarded as a prime mover.

## 29. Equipment, tools and amenities

### 29.1 Employees engaged within the Building trades stream

- (a) 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 employee's 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.
- (b) The maximum list of tools to be supplied by glaziers when required to use such tools in their employment shall be as follows: two 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, medium screwdriver, heavy punch, centre punch, prick punch, broad knife, marking line (20 metres) and one 3 metre steel tape.

- (c) Each employer shall provide the following tools and appliances where necessary: chain wrenches, pipe cutters, plumbing irons, ratchets, stocks and dies, taps and drills, vices, soldering iron files, hacksaw blades, hammers over 0.9 kilos in weight, pinch bars, 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.
- (d)
  - (i) Subject to clause 29.1(d)(ii), an employee shall be reimbursed by the employer to a maximum of \$1,560.00 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 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.
  - (ii) An employee transporting their own tools shall take all reasonable care to protect those tools and prevent theft or loss.
- (e)
  - (i) 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.
  - (ii) Where an employee is absent from work because of illness or accident and has advised the employer in accordance with clause 20 the employer shall ensure that the employee's tools continue to be securely stored during such absence.
- (f) When an employer requires an employee to wear spectacles with toughened glass lenses the employer will pay the costs of the toughening process.
- (g) For the purposes of clause 29.1:
  - (i) only tools used by the employee in the course of their employment shall be covered;
  - (ii) the employee shall, if requested to do so, furnish the employer with a list of tools so used;
  - (iii) reimbursement shall be at the current replacement value of new tools of the same or comparable quality;
  - (iv) the employee shall report any theft to the Police prior to making a claim on the employer for replacement of stolen tools.

## **29.2 Employees engaged within the Engineering stream**

- (a) Each employer shall provide their employees with suitable accommodation for the preservation of the employees' tools and clothes.
- (b) The employer shall provide boiling water ready for meal times and rest pauses.
- (c) Where practicable suitable shelter shall be provided for all employees.
- (d) All employees shall be allowed such reasonable time as the employer deems necessary during working hours in each week to put their tools, benches and/or machines in order.

- (e) All precision tools over 300 millimetres in length, micrometers, verniers and dial indicators shall be provided by the employer.
- (f) Where it is customary to do so, all portable power tools, special tools, hammers, chisels, spanners, hacksaws, blades, scrapers, files, taps, dies, wrenches, pipe dies, clamps, jacks, tackle, heating appliances, handsaws, stocks, pipe grips (over 250 millimetres), saw files, snips, hand drills, rivet sets, cramps and parallel shank drills etc shall be provided by the employer.
- (g) Employees in maintenance work required to carry the employer's tools or spare parts continuously shall be provided with a suitable receptacle.

## **PART 10 - Union Related Matters**

### **30. Union encouragement**

- (a) The parties recognise the right of individuals to join a union and will encourage that membership. However, it is also recognised that union membership remains at the discretion of individuals.
- (b) An application for union membership and information on the relevant union/s will be provided to all employees at the point of engagement.
- (c) Information on the relevant union/s will be included in induction materials.
- (d) Union representative/s will be provided with the opportunity to discuss union membership with new employees.

### **31. Union delegates**

- (a) The parties acknowledge the constructive role democratically elected union delegates undertake in the workplace in relation to union activities that support and assist members. That role will be formally recognised, accepted and supported.
- (b) Employees will be given full access to union delegates/officials during working hours to discuss any employment matter or seek union advice, provided that service delivery is not disrupted and work requirements are not unduly affected.
- (c) Provided that service delivery and work requirements are not unduly affected, delegates will be provided convenient access to facilities for the purpose of undertaking union activities. Such facilities include: telephones, computers, e-mail, photocopiers, facsimile machines, storage facilities, meeting rooms and notice boards. It is expected that management and delegates will take a reasonable approach to the responsible use of such facilities for information and communication purposes.
- (d) Subject to the relevant employee's written approval and any confidentiality provisions, delegates may request access to documents and policies related to a member's employment.

### **32. Industrial relations education leave**

- (a) Industrial relations education leave is paid time off to acquire knowledge and competencies in industrial relations. Such knowledge and competencies can allow employees to effectively participate in consultative structures, perform a representative role and further the effective operation of grievance and dispute settlement procedures.
- (b) Employees may be granted up to 5 working days (or the equivalent hours) paid time off (non-cumulative) per calendar year, approved by the chief executive, to attend industrial relations education sessions.

- (c) Additional leave, over and above 5 working days non-cumulative (or the equivalent hours) in any one calendar year may be granted where approved structured employees' training courses involve more than 5 working days (or the equivalent). Such leave will be subject to consultation between the chief executive, the relevant union and the employee.
- (d) Upon request and subject to approval by the chief executive, employees may be granted paid time off in special circumstances to attend management committee meetings, union conferences, and Australian Council of Trade Unions (ACTU) Congress.
- (e) The granting of industrial relations education leave or any additional special leave should not impact adversely on service delivery, work requirements or the effectiveness and efficiency of the agency/work unit concerned. At the same time, such leave shall not be unreasonably refused.
- (f) At the discretion of the chief executive, employees may be granted special leave without pay to undertake work with their union.

### **33. Right of entry**

- (a) Authorised industrial officer
  - (i) An 'authorised industrial officer' is any union official holding a current authority issued by the Industrial Registrar.
  - (ii) Right of entry is limited to workplaces where the work performed falls within the registered coverage of the union.
- (b) Entry procedure
  - (i) An authorised industrial officer may enter a workplace at which an employer carries on a calling of the officer's organisation, during the employer's business hours, to exercise a power under Chapter 9, Part 1, Division 5, Subdivision 2 of the Act as long as the authorised industrial officer:
    - (A) has notified the employer or the employer's representative of the officer's presence; and
    - (B) produces their authorisation, if required by the employer or the employer's representative.
  - (ii) Clause 33(b)(i) does not apply if, on entering the workplace, the officer discovers that neither the employer nor the employer's representative having charge of the workplace is present.
  - (iii) A person must not obstruct or hinder any authorised industrial officer exercising their right of entry.
  - (iv) If the authorised industrial officer does not comply with a condition of clause 33(b)(i) the authorised industrial officer may be treated as a trespasser.
- (c) Inspection of records
  - (i) An authorised industrial officer is entitled to inspect the time and wages record required to be kept under section 339 of the Act.
  - (ii) An authorised industrial officer is entitled to inspect such time and wages records of any

current employee except if the employee:

- (A) is ineligible to become a member of the authorised industrial officer's union; or
  - (B) has made a written request to the employer that they do not want their record inspected.
- (iii) The authorised industrial officer may make a copy of the record, but cannot require any help from the employer.
  - (iv) A person must not, by threats or intimidation, persuade or attempt to persuade an employee or prospective employee to make, or refuse to make, a written request to the employer or prospective employer that the record not be available for inspection by an authorised industrial officer.

(d) Discussions with employees

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

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

(e) Conduct

- (i) The employer must not obstruct the authorised industrial officer exercising their right of entry powers.
- (ii) An authorised industrial officer must not wilfully obstruct the employer, or an employee during the employee's working time.

*Note: Clause 33 - Right of entry, deals with comparable provisions contained within the Act. In order to ensure the currency of existing legal requirements parties are advised to refer to Chapter 9, Part 1, Division 5 of the Act as amended from time to time.*

## **Schedule 1 - Classification Structure and Level Descriptors - Building Trades Stream**

### **S1.1 Outline of classification structure**

The definitions below guide the classification of employees in this group by indicating the standard of skill and indicative tasks required of a particular role.

Building trades employees at each classification level may be required to have the competencies for the level or levels below their own level. When required, employees at each level will undertake lower level duties as well as performing tasks incidental to work at their level.

### **S1.2 Definitions**

Definitions for the purpose of determining classifications of employees within the Building trades stream:

**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

**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

**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

**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:

**general supervision** applies to an employee 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.

**limited supervision** applies to an employee 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.

### S1.3 Classification structure and descriptors

#### Building worker level 1 (BW1)

<b>BW1 (a):</b>	Upon commencement in the industry (i.e. new entrant)
<b>BW1 (b):</b>	After 3 months in the industry
<b>BW1(c):</b>	After 12 months in the industry
<b>BW1 (d):</b>	Upon fulfilling the substantive requirements of Building worker level 1

- (a) A **Building worker level 1 (BW1)** works under general supervision in one or more aspects of building and/or construction activities and will:
- (i) have completed, in accordance with recognised prior learning principles, a construction skills test equivalent to the required competency standards; or
  - (ii) have completed relevant structured training equivalent to the required competency standards.

(b) 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.

An employee at this level:

- (i) may be part of a self-directed work area team (WAT);
- (ii) may be required to perform a range of duties in one or more area of the overall building and/or construction industry;
- (iii) works from instructions and procedures;
- (iv) assists in the provision of on-the-job training to a limited degree;
- (v) coordinates work in a team environment or works individually under general supervision;
- (vi) is responsible for assuring the quality of their own work;
- (vii) has a qualification in first aid.

(c) Indicative tasks

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

- (i) uses precision measuring instruments;
- (ii) basic material handling functions;
- (iii) operates small plant and pneumatic machinery;
- (iv) inventory and store control;
- (v) uses a range of hand tools and oxy welding equipment;
- (vi) has a knowledge of the construction process and understands the sequencing of construction functions;
- (vii) is able to provide first aid assistance to other employees.

- (d) The BW1 classification incorporates the following (traditionally used) job titles/positions:

- aluminium alloy structural erectors
- assistant powder monkey bricklayer's labourer
- assistant rigger (as defined)
- cement gun operator
- concrete cutting or drilling machine operator
- concrete formwork stripper
- concrete gang, including concrete floater
- crane chaser
- demolition worker (after three months experience)
- dump cart operator
- gantry hand or crane hand
- gear hand
- jackhammer person
- labourer
- labourer assisting any other tradesperson
- mixer driver (concrete)
- plasterer's labourer
- roof layer (malthoid or similar material)
- steel erector (whether prefabricated or otherwise)
- steel or bar bender to pattern or plan
- trades labourer
- underpinner.

### **Building worker level 2 (BW2)**

- (a) A **Building worker level 2 (BW2)** works under limited supervision in one or more aspects of building and/or construction activities and will:
- (i) have completed in accordance with recognised prior learning principles a construction skills test equivalent to the required competency standards; or
  - (ii) have completed relevant structured training equivalent to the required competency standards.
- (b) 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.

An employee at this level:

- (i) may be part of a self-directed work area team (WAT);
- (ii) may be responsible for the supervision of one or more employees working at BW1 level;
- (iii) can interpret plans and drawings relevant to their functions;
- (iv) assists with the provision of on-the-job training;
- (v) assumes responsibility for allocating tasks within a WAT within the area of the employee's skills, competence and training;
- (vi) has some responsibility for the order and purchase of materials within defined parameters;
- (vii) is able to sequence functions relevant to the employee's WAT; and
- (viii) applies quality control techniques to the employee's own work and that of other employees within the WAT.

(c) Indicative tasks

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

- (i) calculates safe loads and stress factors;
- (ii) measures accurately using specialised equipment;
- (iii) non-trade's maintenance of relevant plant and equipment;
- (iv) anticipates and plans for constant changes to the work environment.

(d) The BW2 classification incorporates the following (traditionally used) job titles/positions:

- certified scaffolder
- concrete finisher
- dogperson
- foundation shaftworker
- hoist or winch driver
- powder monkey
- rigger
- steelfixer
- tack welder (other than an employee who is employed within the Engineering stream).

**Building tradesperson level 1 (BT 1)**

(a) A **Building tradesperson level 1 (BT1)** works individually or in a team environment in one or more aspects of building and/or construction activities and will:

- (i) have successfully completed a relevant trade apprenticeship or its AQF equivalent, or
- (ii) have successfully completed, in accordance with recognised prior learning principles, a competency assessment for this level.

(b) 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.

An employee at this level demonstrates:

- (i) understanding of quality control techniques;
- (ii) ability to inspect products and/or materials for conformity with established standards;
- (iii) good interpersonal communications skills;
- (iv) ability to work in a safe manner so as not to cause self injury or injury to others;
- (v) ability to exercise discretion and utilise basic fault-finding skills in the cause of their work;
- (vi) ability to work under general supervision either individually or in a team environment;  
and
- (vii) ability to instruct apprentices in the correct performance of work.

(c) Indicative tasks

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

- (i) trade skills associated with a relevant certificated trade;
- (ii) non-trade tasks incidental to their work;
- (iii) informal on-the-job guidance to a limited degree;
- (iv) instruction of apprentices in the correct performance of trade-related skills.

- (d) The BT1 classification incorporates, but is not limited to, the following (traditionally used) job titled/positions:
- bricklayer
  - carpenter
  - floor specialist
  - glazier
  - joiner
  - licensed drainer
  - machinist (other than an employee who is employed within the Engineering stream)
  - painter
  - plasterer
  - plumber
  - sandblaster
  - shopfitter
  - signwriter
  - stone mason
  - tiler
  - waterproofer.

**Building tradesperson level 2 (BT 2)**

- (a) A **Building tradesperson level 2 (BT2)** works independently or in a team environment. A Building tradesperson level 2 will:
- (i) have successfully completed an additional 12 points of relevant structured training from another trade or post-trade in addition to the requirements of a BT1, or
  - (ii) have successfully completed, in accordance with recognised prior learning principles, a competency assessment for this level.
- (b) 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 an employer.
- (c) In order to be classified at this level a tradesperson may be required to establish they have undertaken the necessary training (either on or off-the-job) or has the necessary experience and is competent to perform the duties involved as well as meet existing licensing requirements, where applicable.
- (d) A BT2 includes a Plumber or Licensed Drainer whose duties require that they have an additional 12 points of training beyond their own trade classification at BT1.
- (e) Skills and duties

An employee at this level:

- (i) performs work to the extent of their skills, competence and training; and
- (ii) will have completed the required training; or
- (iii) will have the equivalent skills gained through work experience in accordance with the prescribed standards for this level.

A BT2 works above and beyond a BT1 and to the level of their training:

- (i) exercises skills gained through satisfactory completion of the training prescribed for this level or through satisfactory completion of a skills assessment for this level;

- (ii) exercises discretion within the scope of this level;
- (iii) works under general supervision either individually or in a team environment;
- (iv) understands and implements quality control techniques;
- (v) provides guidance and assistance as part of a work team;
- (vi) works in a safe manner so as not to injure themselves or other employees; and
- (vii) exercises trade skills relevant to the requirements of the enterprise at a level higher than an employee at BT1.

(f) Indicative tasks

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:

- (i) assists in the provision of on-the-job training in conjunction with other tradespersons and supervisors;
- (ii) operates and maintains a wide range of complex machines or equipment in the workplace;
- (iii) ability to apply relevant legislation to the work of self and others;
- (iv) ability to carry out any other tasks as directed in accordance with their level of skill training; and
- (v) utilises trade skills not related to the employee's designated core trade.

**Building tradesperson level 3 (BT 3)**

(a) A **Building tradesperson level 3 (BT3)** will:

- (i) have successfully completed an additional 12 points of relevant structured training from another trade or post-trade in addition to the requirements of a BT2, or
- (ii) have successfully completed, in accordance with recognised prior learning principles, a competency assessment for this level.

(b) 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 an employer.

(c) In order to be classified at this level a tradesperson may be required to establish they have undertaken the necessary training (either on or off-the-job) or has the necessary experience and is competent to perform the duties involved as well as meet existing licensing requirements, where applicable.

(d) A BT3 includes a Plumber, Licensed Plumber or Licensed Drainer whose duties require them to use additional licences and/or endorsement that equate to an additional 12 points of training beyond their own trade classification at level 2, from the table below:

<b>Licences and Endorsements</b>	<b>Points</b>
Thermostatic mixing valves	3.2
Backflow prevention	4
Restricted electrical licence	5.6
Urban irrigation installation	8.2
Gas installers licence	12

(e) Skills and duties

- (i) An employee at this level performs work to the extent of their skills, competence and training and will have:
  - (A) completed the required training; or

(B) gained the equivalent skills through work experience in accordance with the prescribed standards for this level.

(ii) A BT3 works above and beyond a BT2 and to the level of their training:

(A) exercises the skills attained through satisfactory completion of the training and standard prescribed for this classification;

(B) provides guidance and assistance as part of a work team;

(C) assists in the provision of training in conjunction with supervisors and trainers;

(D) 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;

(E) works in a safe manner so as not to injure themselves or other employees;

(F) is able to identify hazards and unsafe work practices which may affect others in the team environment;

(G) exercises excellent interpersonal skills;

(H) performs work under limited supervision either individually or in a team environment; and

(I) exercises discretion within their level of skill.

(f) Indicative tasks

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:

(i) exercises high precision trade skills using various materials and/or specialised techniques;

(ii) utilises additional trade licences;

(iii) utilises post-trade skills;

(iv) utilises trade skills not related to the employee's designated core trade; and

(v) performs tasks on a CAD/CAM terminal in the performance of routine modifications.

## Schedule 2 - Classification Structure and Level Descriptors - Engineering Stream

### S2.1 Summary

Employees in this group are to be classified according to the level of competency they hold and are required to use in their work. The classification definitions provide descriptors of the nature of the work performed at each classification level. Where there is a query about the classification of an employee, their classification should be determined in accordance with the National Metal and Engineering Competency Standards Implementation Guide (Implementation Guide). A copy of the guide can be downloaded at [www.mskills.com.au](http://www.mskills.com.au).

Competency can be shown by formal qualifications or by the actual exercise of skills. If an employee holds the minimum training requirement for a particular classification level in this Award, and they are required by the employer to use or will be required by the employer to use those skills in their job, then they cannot be classified below that particular classification level. For example, a person who holds a trade certificate and is required to use those skills cannot be classified below the C10 classification.

The classification structure can be summarised as follows:

Number	Classification Title	Minimum Training Requirement	Recommended Points
C2(b)	Principal Technical Officer	15 modules in addition to Advanced Diploma or equivalent.	Standards yet to be finalised
C2(a)	Leading Technical Officer Principal/Trainer/Supervisor/Co-ordinator	7 modules in addition to Advanced Diploma AQF 6 Advanced Diploma - with 15 modules minimum in supervision/ training or equivalent	Standards yet to be finalised
C3	Engineering Associate - Level II	AQF 6 Advanced Diploma or equivalent	Standards yet to be finalised
C4	Engineering Associate 3rd year of - Level I	22 Modules towards Advanced Diploma or equivalent	Standards yet to be finalised
C5	Engineering Technician - Level V Advanced Engineering Tradesperson Level II	AQF 5 - Diploma or 15 modules towards Advanced Diploma or equivalent	60 points in addition to C10
C6	Engineering Technician - Level IV Advanced Engineering Tradesperson Level I	12 modules towards Diploma or Advanced Diploma or equivalent	48 points in addition to C10
C7	Certificate IV in Engineering, including HET and Special Class Tradesperson Level II Engineering Technician Level III	AQF Level 4 Certificate 9 modules towards Diploma or Advanced Diploma 3 appropriate modules in addition to C8 or equivalent	36 points in addition to C10
C8	Engineering Technician - Level II Engineering Tradesperson - Special Class Level I	3 appropriate modules in addition to C9 or 6 modules towards Diploma or Advanced Diploma or equivalent	24 points in addition to C10
C9	Engineering Technician - Level I Engineering Tradesperson - Level II	3 appropriate modules in addition to C10 or 3 modules towards Diploma or Advanced Diploma or equivalent	12 points in addition to C10
C10	Engineering Tradesperson - Level I	Trade Certificate (AQFIII) or	96

Number	Classification Title	Minimum Training Requirement	Recommended Points
	Production Systems Employee	Engineering Production Certificate III (AQF III) or equivalent	
C11	Engineering/Production Employee - Level IV	Engineering Production Certificate II (AQF II) or equivalent	64
C12	Engineering/Production Employee - Level III	Engineering Production Certificate I (AQF I) or equivalent	32
C13	Engineering/Production Employee Level II	In-house training	Nil
C14	Engineering/Production Employee - Level 1	Up to 38 hours induction training	Nil

## S2.2 Definitions

Definitions for the purpose of determining classifications of employees in the Engineering stream:

**or equivalent** means:

- (a) any training which a registered training provider (e.g. TAFE) has recognised as equivalent to an accredited course which Manufacturing Skills Australia (MSA) recognises for this level. This can include advanced standing through recognition of prior learning and/or overseas qualifications; or
- (b) where competencies meet the requirements set out in the MSA competency standards in accordance with the Implementation Guide.

**work within the scope of this level** means:

- (a) for an employee who does not hold a qualification listed as a minimum training requirement, the employee shall apply skills within the enterprise selected in accordance with the Implementation Guide. Competencies selected must be MSA competency standards.
- (b) where an employee has a relevant qualification recognised as a minimum training requirement for the level at which the employee seeks to be classified and the employee is exercising or will be required to exercise the skills and knowledge gained from that qualification necessary for that level of work, the employee shall be classified appropriately. It is up to the employer to demonstrate reasons for a qualification that is a recognised minimum training requirement not being regarded as relevant for an employee's work.

**Engineering associate** is a generic term which includes technical officers in a wide range of disciplines, including laboratories and quality assurance; drafting officers; planners and other para-professionals.

**Engineering groups** are the 3 broad engineering groups recognised within these classification definitions, namely:

- (a) **Electrical/electronic group** - includes the design, assembly, manufacture, installation, modification, testing, fault finding, commissioning, maintenance and service of all electrical and electronic devices, systems, equipment and controls, e.g., electrical wiring, motors, generators, programmable logic controllers (PLC) and other electronic controls, instruments, refrigeration, telecommunications, radio, and television, communication and information processing equipment.
- (b) **Mechanical group** - includes the design, assembly, manufacture, installation, modification, testing, fault finding, commissioning, maintenance and service of all mechanical equipment,

machinery, fluid power systems, automotive mechanics, instruments, refrigeration, and the use of related computer controlled equipment, e.g., computer numeric controlled machine tools.

- (c) **Fabrication/vehicle building group** - includes fabrication, forging, carpentry, plumbing, founding, structural steel erection, electroplating, metal spinning, metal polishing, sheet metal work and the use of related computer controlled equipment. This includes fabrication in all metals, plastics, carbon fibre, composite materials, ceramics and other materials.

**Vocational fields** are the 5 vocational fields recognised within the classification structure of this group as follows:

- (a) **Trade** includes an employee who possesses as a minimum qualification a trade certificate in any of the 3 engineering streams or a Certificate IV in Engineering, including higher engineering trades or special class trades.
- (b) **Technical field** includes:
- (i) production planning, including scheduling, work study, and estimating materials, handling systems and like work;
  - (ii) technical work including inspection, quality control, supplier evaluation, laboratory, non-destructive testing, technical purchasing, and design and development work (prototypes, models, specifications) in both product and process areas and like work;
  - (iii) design and drafting and like work.
- (c) **Engineering/Production field** includes employees primarily engaged in production work including production, distribution, stores and warehousing, but does not require a qualification in a trade, technical, professional or supervisory field.
- (d) **Supervisor/Trainer/Coordinator field** includes employees who are:
- (i) responsible for the work of other employees and/or provision of on-the-job training including coordination and/or technical guidance; or
  - (ii) responsible for supervision and/or training of other supervisors or trainers; or
  - (iii) responsible primarily for the exercise of technical skills, as defined, up to the level of their skill and competence and who are additionally involved in the supervision/training of other employees.
- (e) **Professional field** includes an employee who possesses an academic qualification which enables that employee to become a graduate member of the Institute of Engineers, Australia or an academic qualification in science.

**Trainer/Supervisor/Coordinator - level I** is an employee who is responsible for the work of other employees and/or provision of structured on-the-job training. Such an employee has completed 9 modules of training in supervision and/or training. Despite the above definition, an employee who has not completed the specified training or equivalent for this level may enter this classification if they have 6 months' demonstrated performance at the relevant level of supervision. A Trainer/Supervisor/Coordinator - Level I **shall be paid not less than 122%** of the highest rate paid to the highest technically qualified employee supervised or trained.

**Trainer/Supervisor/Coordinator - level II** is an employee who is responsible for supervision and/or training of Trainers/Supervisors/Coordinators - level I. Such an employee has completed 15 modules of training in supervision and/or training. Despite the above definition, an employee who has not completed the specified training or equivalent for this level may enter this classification if they have 6 months' demonstrated performance at the relevant level of supervision until such times as competency standards for this level are finalised. A Trainer/Supervisor/Co-ordinator - Level II **shall be paid not less than 115%** of the highest rate paid to persons supervised or trained.

**Trainer/Supervisor/Coordinator - Technical** is an employee who is responsible primarily for the exercise of skills in a technical field, as defined, up to the level of their skill and competence and who is additionally involved in the supervision/training of other technical employees. A Trainer/Supervisor/Coordinator - Technical **shall be paid not less than 107%** of the rate of pay applicable to the employee's technical classification.

### **S2.3 Classification definitions and indicative tasks\***

[\**Note:* Indicative tasks for classification levels are to be used as a guide only in the event that the classification of an employee is called into question. Indicative tasks are tasks which an employee may perform in the relevant classification.]

#### **C14**

##### **Engineering/Production employee - level I**

- (a) Is an employee who is undertaking up to 38 hours' induction training which may include information on the enterprise, conditions of employment, introduction to supervisors and fellow workers, training and career path opportunities, plant layout, work and documentation procedures, occupational health and safety, equal employment opportunity and quality control/assurance.
- (b) An employee at this level performs routine duties essentially of a manual nature and to the level of their training:
  - (i) performs general labouring and cleaning duties;
  - (ii) exercises minimal judgement;
  - (iii) works under direct supervision; or
  - (iv) is undertaking structured training so as to enable them to work at the C13 level.
- (c) This classification level shall not apply to employees who have previously completed up to 3 months' employment at this level. Such employees shall be classified at no lower than level C13. Casual employees shall not be engaged at this level.

#### **C13**

##### **Engineering/Production employee - level II**

- (a) Is an employee who has completed up to 3 months' structured training so as to enable the employee to perform work within the scope of this level.
- (b) An employee at this level performs work above and beyond the skills of an employee at C14 and to the level of their skills, competence and training:
  - (i) works in accordance with standard operating procedures and established criteria;
  - (ii) works under direct supervision either individually or in a team environment;
  - (iii) understands and undertakes basic quality control/assurance procedures including the ability to recognise basic quality deviations/faults;
  - (iv) understands and utilises basic statistical process control procedures;
  - (v) follows safe work practices and can report workplace hazards.
- (c) Indicative tasks which an employee at this level may perform are:
  - (i) repetition work on automatic, semi-automatic or single purpose machines or equipment;
  - (ii) assemble components using basic written, spoken and/or diagrammatic instructions in an assembly environment;

- (iii) basic soldering or butt and spot welding skills or cutting scrap with an oxy-acetylene blow pipe;
- (iv) use selected hand tools;
- (v) boiler cleaning;
- (vi) maintain simple records;
- (vii) use hand trolleys and pallet trucks;
- (viii) assist in the provision of on-the-job training in conjunction with tradespersons and supervisors/trainers.

## **C12**

### **Engineering/Production employee - level III**

- (a) Is an employee who possesses an Engineering Production Certificate I, or has completed an AQF Level I traineeship, or equivalent (including the use of 32 competency points from the Implementation Guide) so as to enable the employee to perform work within the scope of this level.
- (b) An employee at this level performs work above and beyond the skills of an employee at C13 and to the level of their skills, competence and training:
  - (i) is responsible for the quality of their own work subject to routine supervision;
  - (ii) works under routine supervision either individually or in a team environment;
  - (iii) exercises discretion within their level of skills and training;
  - (iv) assists in the provision of on-the-job training.
- (c) Indicative tasks which an employee at this level may perform are:
  - (i) operates flexibly between assembly stations;
  - (ii) operates machinery and equipment requiring the exercise of skill and knowledge beyond that of an employee at level C13;
  - (iii) non-trade engineering skills;
  - (iv) basic tracing and sketching skills;
  - (v) receiving, despatching, distributing, sorting, checking, packing (other than repetitive packing in a standard container or containers in which such goods are ordinarily sold), documenting and recording of goods, materials and components;
  - (vi) basic inventory control in the context of a production process;
  - (vii) basic keyboard skills;
  - (viii) advanced soldering techniques;
  - (ix) operation of machinery requiring certification at 1D or 1E level;
  - (x) operation of mobile equipment including industrial trucks and cranes;
  - (xi) ability to measure accurately;
  - (xii) assists one or more tradespersons;
  - (xiii) welding which requires the exercise of knowledge and skills above C13;
  - (xiv) erecting and/or installing television and other electronic impulse transmitting and/or receiving antennae;
  - (xv) assists in the provision of on-the-job training in conjunction with tradespersons and supervisors/trainers.

## **C11**

### **Engineering/Production employee - level IV**

- (a) Is an employee who possess an Engineering Production Certificate II, or has completed an AQF Level II Traineeship, or equivalent (including the use of 64 competency points from the Implementation Guide) so as to enable the employee to perform work within the scope of this level.

- (b) An employee at this level performs work above and beyond the skills of an employee at C12 and to the level of their skills, competence and training:
  - (i) works from complex instructions and procedures;
  - (ii) assists in the provision of on-the-job training;
  - (iii) coordinates work in a team environment or works individually under general supervision;
  - (iv) is responsible for assuring the quality of their own work.
  
- (c) Indicative tasks which an employee at this level may perform are:
  - (i) uses precision measuring instruments;
  - (ii) machine setting, loading and operation;
  - (iii) rigging (certificated);
  - (iv) inventory and store control including licensed operation of all appropriate materials handling equipment;
  - (v) use of tools and equipment within the scope (basic non-trades) maintenance;
  - (vi) computer operation at a level higher than that of an employee at C12 level;
  - (vii) intermediate keyboard skills;
  - (viii) basic engineering, fault finding and repair skills;
  - (ix) perform basic quality checks on the work of others;
  - (x) licensed and certified for industrial truck, machinery and/or crane operating to a level higher than C12;
  - (xi) has a knowledge of the employer's operation as it relates to the work process;
  - (xii) lubrication of production machinery and similar equipment;
  - (xiii) assists in the provision of on-the-job training in conjunction with tradespersons and supervisors/trainers;
  - (xiv) in addition to the primary task of assisting tradespersons, is required, as a minor part of their duties, to drive a vehicle (over 1.27t) used in connection with the work of a work team;
  - (xv) delivery, installation, adjustment and testing of electronic products, not requiring the skill of a tradesperson.

## **C10**

### **Engineering tradesperson - level I**

- (a) Is an employee who:
  - (i) holds a trade certificate (through the completion of an AQF Level III apprenticeship) or tradespersons' rights certificate (through recognition by Trades Recognition Australia or Training and Employment Recognition Council or any successor organisation/s) as an Engineering tradesperson (any stream) - level I or equivalent; and
  - (ii) is able to exercise the skills and knowledge of the engineering trade so as to enable the employee to perform work within the scope of this level.
  
- (b) An Engineering tradesperson - level I works above and beyond an employee at C11 and to the level of their skills, competence and training:
  - (i) understands and applies quality control techniques;
  - (ii) exercises good interpersonal and communications skills;
  - (iii) exercises keyboard skills at a level higher than C11;
  - (iv) exercises discretion within the scope of this classification level;
  - (v) performs work under limited supervision either individually or in a team environment;
  - (vi) operates lifting equipment incidental to their work;

- (vii) performs non-trade tasks incidental to their work;
- (viii) performs work which while primarily involving the skills of the employee's trade is incidental or peripheral to the primary task and facilitates the completion of the whole task. Such incidental or peripheral work would not require additional formal technical training; and
- (ix) able to inspect products and/or materials for conformity with established operational standards.

### **Production systems employee**

- (a) Is an employee who, while still being primarily engaged in Engineering/Production work applies the skills acquired through the successful completion of a Certificate Level III qualification or equivalent (including the use of 96 competency points from the Implementation Guide) in the production, distribution, or stores functions.
- (b) A Production systems employee is an employee who possess an Engineering Production Certificate III, or has completed an AQF Level III traineeship or equivalent so as to enable the employee to perform work within the scope of this level.
- (c) A Production systems employee works above and beyond an employee at C11 and to the level of their skills, competence and training undertakes Engineering tradesperson - level I requirements (i) - (v) and (ix).

### **Indicative tasks**

Indicative tasks which an employee at the C10 level may perform are:

- (a) approves and passes first off samples and maintains quality of product;
- (b) works from production drawings, prints or plans;
- (c) operates, sets up and adjusts all production machinery in a plant including production process welding to the extent of training;
- (d) can perform a range of engineering maintenance functions including;
- (e) removing equipment fastenings including use of destructive cutting equipment;
- (f) lubrication of production equipment;
- (g) running adjustments to production equipment;
- (h) able to operate all lifting equipment;
- (i) basic production scheduling and materials handling within the scope of the production process or directly related functions within raw materials/finished goods locations in conjunction with technicians;
- (j) understands and applies computer techniques as they relate to production process operations;
- (k) operation of machinery requiring certification at 1A or 2A levels;
- (l) high level stores and inventory responsibility beyond the requirements of an employee at C11;
- (m) assists in the provision of on-the-job training in conjunction with tradespersons and trainers;
- (n) has a sound knowledge of the employer's operations as it relates to the production process.

## **C9**

### **Engineering tradesperson - level II**

- (a) Is an Engineering tradesperson (any stream) - level II who has completed the following training requirements:
  - (i) 3 appropriate modules in addition to the training requirements of C10 level; or
  - (ii) 3 appropriate modules towards a Diploma; or
  - (iii) 6 appropriate modules towards an Advanced Diploma; or

- (iv) equivalent (including the use of 12 competency points from the Implementation Guide beyond the C10 classification).
- (b) An Engineering tradesperson - level II works above and beyond a tradesperson at C10 and to the level of their skills and competence and training performs work within the scope of this level and:
  - (i) undertakes Engineering tradesperson - level I requirements (i) - (v); and
  - (ii) provides trade guidance and assistance as part of a work team.

#### **Engineering technician - level I**

- (a) Is an employee who has the equivalent level of training of a C9 Engineering tradesperson or equivalent so as to enable the employee to apply skills within the scope of this level. The skills exercised by the Engineering technician level I are in the technical fields as defined by this Award including drafting, planning or technical tasks requiring technical knowledge.
- (b) At this level the employee is engaged on routine tasks in the technical fields.

#### **C8**

#### **Engineering tradesperson - special class level I**

- (a) A Special class engineering tradesperson - level I means a:
  - (i) Special class engineering tradesperson (any stream) - level I; or
  - (ii) Higher engineering tradesperson,who has completed the following training requirement:
  - (A) 6 appropriate modules in addition to the training requirements of C10 level; or
  - (B) 6 appropriate modules towards a Diploma; or
  - (C) 6 appropriate modules towards an Advanced Diploma;
  - (D) a Higher Engineering Tradesperson apprenticeship; or
  - (E) equivalent (including the use of 24 competency points from the Implementation Guide beyond the requirements of C10).
- (b) An Engineering tradesperson special class - level I works above and beyond a tradesperson at C9 and to the level of their skills, competence and training performs work within the scope of this level and:
  - (i) undertakes Engineering tradesperson - level I requirements (i) - (iii);
  - (ii) provides trade guidance and assistance as part of a work team;
  - (iii) assists in the provision of training in conjunction with supervisors and trainers; and
  - (iv) understands and implements quality control techniques.

#### **Engineering technician - level II**

- (a) Is an employee who has the equivalent level of training of a C8 Engineering tradesperson special class - level I or equivalent so as to enable the employee to apply skills within the scope of this level. The skills exercised by the Engineering technician level II are in the technical fields as defined by this Award including drafting, planning or technical tasks requiring technical knowledge.
- (b) At this level the employee is required to exercise judgement and skill in excess of that required at C9 under the supervision of technical or professional employees.

### **Indicative tasks**

Indicative tasks which an employee at the C8 level may perform are:

- (a) exercises high precision trade skills using various materials and/or specialist techniques;
- (b) performs operations on a CAD/CAM terminal in the performance of routine modifications to NC/CNC programs;
- (c) installs, repairs, maintains, tests, modifies, commissions and/or fault finds on complex machinery and equipment which utilises hydraulic and/or pneumatic principles and in the course of such work, is required to read and understand hydraulic and pneumatic circuitry which controls fluid power systems;
- (d) works on complex or intricate circuitry which involves examining, diagnosing and modifying systems comprising inter-connected circuits.

### **C7**

#### **Engineering tradesperson - special class level II**

- (a) A Special class engineering tradesperson - level II means a Special class engineering tradesperson (any stream) - level II who has completed the following training requirement:
  - (i) 3 appropriate modules in addition to the requirements of C8 level; or
  - (ii) 9 appropriate modules towards an Advanced Certificate; or
  - (iii) 9 appropriate modules towards an Associate Diploma;
  - (iv) an AQF Level 4 Certificate; or
  - (v) equivalent (including the use of 36 competency points from the Implementation Guide beyond the requirements of C10).
- (b) An Engineering tradesperson - special class level II works above and beyond a tradesperson at C8 and to the level of their skills, competence and training performs work within the scope of this level and:
  - (i) undertakes Engineering tradesperson - level I requirements (i) - (iv);
  - (ii) provides trade guidance and assistance as part of a work team; and
  - (iii) provides training in conjunction with supervisors and trainers.

*[NB: The AQF 4 Certificate referred to in this definition is not directly comparable with previous post-trade qualifications such as ASF4 Level post-trade courses. The possession of these previous qualifications does not necessarily justify classification of a tradesperson to this level. Parties should refer to the Implementation Guide.]*

#### **Engineering technician - level III**

- (a) Is an employee who has the equivalent level of training of a C7 - Engineering tradesperson special class level II or equivalent so as to enable the employee to apply skills within the scope of this level. The skills exercised by the Engineering technician level III are in the technical fields as defined by this Award including drafting, planning or technical tasks requiring technical knowledge.
- (b) At this level the employee is engaged in detail drafting and/or planning or technical duties requiring judgement and skill in excess of that required of a technician at C8 under the supervision of technical or professional staff.

### **Indicative tasks**

Indicative tasks which an employee at the C7 level may perform are:

- (a) works on machines or equipment which utilise complex mechanical, hydraulic and/or pneumatic circuitry and controls or a combination thereof;
- (b) works on machinery or equipment which utilises complex electrical/electronic circuitry and controls;
- (c) works on instruments which make up a complex control system which utilises some combination of electrical electronic, mechanical or fluid power principles;
- (d) applies advanced computer numerical control techniques in machining or cutting or welding or fabrication;
- (e) exercises intermediate CAD/CAM skills in the performance of routine modifications to programs;
- (f) works on complex or intricate interconnected electrical circuits at a level above C8;
- (g) works on complex radio/communication equipment.

### **C6**

#### **Advanced engineering tradesperson - level I**

- (a) means an Advanced engineering tradesperson (any stream) - level I who has completed:
  - (i) 12 appropriate modules of a Diploma; or
  - (ii) 12 appropriate modules of an Advanced Diploma; or
  - (iii) equivalent (including the use of 48 competency points from the Implementation Guide beyond the requirements of C10).
- (b) An Advanced engineering tradesperson - level I works above and beyond a tradesperson at C7 and to the level of their skills, competence and training performs work within the scope of this level and:
  - (i) undertakes Engineering tradesperson - level I requirements (i) - (iii) and (v);
  - (ii) undertakes Engineering tradesperson - special class level I requirements (i) and (ii);
  - (iii) undertakes quality control and work organisation at a level higher than for C7; and
  - (iv) prepares reports of a technical nature on specific tasks or assignments.

#### **Engineering technician - level IV**

- (a) Is an employee who has the equivalent level of training of a C6 - Advanced engineering tradesperson level I or equivalent so as to enable the employee to apply skills within the scope of this level. The skills exercised by the Engineering technician level IV are in the technical fields as defined by this Award including drafting, planning or technical tasks requiring technical knowledge.
- (b) At this level the employee is engaged in detail drafting and/or planning and/or technical duties requiring judgement and skill in excess of that required of a technician at C7 under the supervision of technical and/or professional employees.

### **Indicative tasks**

Indicative tasks which an employee at the C6 level may perform are:

- (a) works on combinations of machines or equipment which utilises complex electronic, mechanical and fluid power principles;

- (b) works on instruments which make up a complex control system which utilise some combination of electrical, electronic, mechanical, fluid power principles and electronic circuitry containing complex analogue and/or digital control systems utilising integrated circuitry;
- (c) applies computer integrated manufacturing techniques involving a higher level of computer operating and programming skills than for C7;
- (d) works on various forms of machinery and equipment which are electronically controlled by complex digital and/or analogue control systems using integrated circuitry.

## **C5**

### **Advanced engineering tradesperson - level II**

- (a) means an Advanced engineering tradesperson (any stream) - level II who has completed:
  - (i) a Diploma; or
  - (ii) 15 modules or 2nd year part-time of an Advanced Diploma; or
  - (iii) equivalent (including the use of 60 competency points from the Implementation Guide beyond the requirements of C10).
- (b) An Advanced engineering tradesperson - level II works above and beyond a tradesperson at level C6 and to the level of their skills, competence and training, performs work within the scope of this level and:
  - (i) undertakes Engineering tradesperson - level I requirements (i) and (ii);
  - (ii) provides technical guidance or assistance within the scope of this level;
  - (iii) assists in the provision of on-the-job training in conjunction with supervisors and trainers;
  - (iv) prepares reports of a technical nature on tasks or assignments within the employee's skills and competence;
  - (v) has an overall knowledge and understanding of the operating principle of the systems and equipment on which the tradesperson is required to carry out their task.

### **Engineering technician - level V**

- (a) Is an employee who has the equivalent level of training of a C5 - Advanced engineering tradesperson level II or equivalent so as to enable the employee to apply skills within the scope of this level. The skills exercised by the Engineering technician level V are in the technical fields as defined by this Award including drafting, planning or technical tasks requiring technical knowledge.
- (b) At this level the employee is required to exercise judgement and skill in excess of that required at level C6.

### **Indicative tasks**

Indicative tasks which an employee at the C5 level may perform are:

- (a) through a systems approach able to exercise high level diagnostic skills on complex forms of machinery, equipment and instruments which utilises some combination of electrical, electronic, mechanical or fluid power principles;
- (b) set up, commission, maintain and operate sophisticated maintenance, production and test equipment and/or systems involving the application of computer operating skills at a higher level than a C6;
- (c) works on various forms of machinery and equipment electronically controlled by complex digital and/or analogue control systems using integrated circuitry;
- (d) works on complex electronics or instruments or communications equipment or control systems which utilise electronic principles and electronic circuitry containing complex analogue and/or digital control systems using integrated circuitry.

## **C4**

### **Engineering associate - level I**

- (a) An Engineering associate - level I means an employee who works above and beyond an Engineering technician at level C5 and has successfully completed the 3rd year part-time (or 22 modules) of an Advanced Diploma or equivalent and is engaged in:
- (i) making of major design drawings or graphics or performing technical duties in a specific field of engineering, laboratory or scientific practice such as research design, testing, manufacture, assembly, construction, operation, diagnostics and maintenance of equipment facilities or products, including computer software, quality processes, occupational health and safety and/or standards and plant and material security processes and like work; or
  - (ii) planning of operations and/or processes including the estimation of requirements of staffing, material cost and quantities and machinery requirements, purchasing materials or components, scheduling, work study, industrial engineering and/or materials handling process.

## **C3**

### **Engineering associate - level II**

- (a) An Engineering associate - level II means an employee who works above and beyond an Engineering associate at level C4 and has successfully completed an Advanced Diploma or the equivalent level of accredited training and is engaged in:
- (i) performing drafting, or planning or technical duties which require the exercise of judgement and skill in excess of that required by an Engineering associate at level C4; or
  - (ii) possesses the skills of an Engineering associate - level I in a technical field and exercises additional skills in a different technical field, as defined.

## **C2(a)**

### **Leading technical officer**

Leading technical officer means an employee who works above and beyond an Engineering associate - level II at level C3 and has successfully completed 7 modules in addition to an Advanced Diploma or equivalent. An employee at C2(a) is able to perform or coordinate work in more than one engineering, scientific or technical field as defined, or performs duties in a technical, engineering or scientific field which requires the exercise of judgement and/or skill in excess of that required of an Engineering associate - level II.

### **Principal engineering trainer/supervisor/coordinator**

- (a) Principal engineering trainer/supervisor/coordinator means a Trainer/supervisor/ coordinator who has completed an Advanced Diploma of which 15 modules are supervision/training modules or equivalent and who when engaged at this level:
- (i) possesses a sound knowledge of occupational health and safety, industrial relations, and communications processes and is able to use this knowledge in training and leading the work of others;
  - (ii) possesses a general knowledge and awareness of the administrative, business, and marketing strategies of the enterprise;
- (b) Indicative tasks which an employee at this level may perform are:

- (i) plans, writes and delivers training programs for all engineering/production employees, apprentices, trainees, trade and lower technical levels;
- (ii) plans and directs the work of engineering/production employees especially in new work organisation environments, e.g., group work arrangements, CIM production techniques.

**C2(b)**

Definition/descriptors/indicative tasks have not been established for this level.

## **Schedule 3 - Classification Structure - Forepersons Stream**

### **S3.1 Definitions**

**foreperson** means a trade based employee who is required to direct and/or supervise the work of other employee/s

**workshop foreperson** means an experienced tradesperson who is responsible for the day-to-day coordination of a workshop facility, including responsibilities relating to staff supervision, work flow, allocation of work, client liaison, budget management and quality of output

### **S3.2 Generic Level Statements**

#### **Operational officer level 3 (OO3)**

##### **Work level description**

Appointment to this level requires proven expertise in the particular discipline with demonstrated proficiency in applying established techniques.

An understanding of the agency's functions coupled with detailed knowledge of the work units' operations, practices and procedures is necessary for competent performance.

##### **Characteristics of the work**

Employees at this level work under general direction and undertake a range of functions which may require the application of trade based skills and experience or the practical application of a high level of skills.

Employees at this level may operate individually or as a member of a project team within a work group.

Supervision of subordinate employees within a small discrete work group or function may be a feature of this level.

Assistance is usually available if required when problems occur, although problems are usually resolvable by reference to procedures, documented methods and instructions.

Whilst there is some scope for the exercising of initiative in the application of established work practices and procedures, problems can generally be solved by reference to documented methods and instructions.

##### **Duties and skills**

Work at this level requires a sound knowledge of the agency's functions and the requirements of the discipline.

A sound knowledge of the operating procedures is required.

Supervisory responsibilities may include co-ordination of work-flow processes, training of subordinate staff, responsibility of quality of output of the workgroup, staff assessment and performance counselling in relation to subordinates.

Knowledge and compliance with regulations, codes and specifications may be required.

Duties at this level may include application of trade based skills or equivalent involving field work, design/modification of equipment, research projects, support services and the collating and analysis of specimens or data.

## **Operational officer level 4 (OO4)**

### **Work level description**

Work at this level requires specialised knowledge within the discipline.

Work is undertaken under limited direction as to work priorities and the detailed conduct of the task. Employees may be responsible for larger work groups or functions, field groups or district operations.

High levels of initiative in accomplishing objectives may be required to be exercised either on an individual basis or in a multi-disciplinary unit.

### **Characteristics of the work**

Work is performed either independently with guidance from superiors only received for those aspects of work which involve new or sophisticated techniques or relate to areas outside the positions normal span of activity.

There is scope for the exercise of initiative in the application of established work practices and procedures.

### **Duties and skills**

Duties include the supervision of a work group or function, field group or regional operation, with responsibility for the standard of workmanship, completion of work assignments and allocation of resources.

Interpretation of guideline material and documented precedents and the application of judgment may be required in the determining of solutions to problems.

## **Operational officer level 5 (OO5)**

### **Work level description**

Work at this level requires specialised knowledge of complex though conventional methods and techniques.

High levels of autonomy and initiative may be required to be exhibited in accomplishing objectives and undertaking projects.

Management of large work groups may be a factor.

### **Characteristics of the work**

Employees at this level are subject to limited direction and may exercise managerial responsibility for a large and complex work program.

Usually only broad guidance and advice is provided as to operational requirements and deadlines to achieve end results in line with operating goals.

### **Duties and skills**

Duties may involve detailed planning, directing, co-ordinating or financial control within budget, material and workforce limitations established by management and the implementation of overall agency policies.

Managerial responsibility includes training of subordinate staff, co-ordination of workflow processes, responsibility for quality of output of the work unit, performance assessment and review, staff counselling, career planning and development, application of equal employment opportunity principles as well as implementing occupational health and safety guidelines and principles.

## **Operational officer levels 6 and 7 (OO6 & OO7)**

### **Work level description**

Work at these levels require specialised knowledge and may be undertaken autonomously. These are managerial levels and may include responsibility for large and complex work groups.

### **Characteristics of the work**

Responsibilities at these levels will reflect the size and complexity of agency operations and will normally entail significant independence of action in the allocation of resources within constraints imposed by management.

Work is performed under limited direction with a significant degree of discretion permitted within the boundaries of broad guidelines to achieve organizational goals.

### **Duties and skills**

Duties at these levels reflect the independent operation of the employee and may involve significant allocation of resources.

Management of work units may include prioritising work, training staff, monitoring of work flow and setting of local strategic plans. Assessment and review of the standard of work of subordinate staff is also a requirement of these levels.

Work at these levels require a knowledge and awareness of agency operations as well as detailed knowledge of major activities of the work unit.

The requirement to interpret legislation, regulations and other guidance material relating to the operations and functions of the work area is necessary for adequate performance at these levels.

## **Schedule 4 - Procedures for Classification and Reclassification of Employees**

### **S4.1 Building trades stream**

#### **S4.1.1 Re-classification**

- (a) 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.
- (b) 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.

#### **S4.1.2 Progression through the trade classification structure**

- (a) 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.
- (b) Progression through the classification structure can be achieved by the following processes:
  - (i) 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.
  - (ii) 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.
  - (iii) 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.
  - (iv) The assessed competencies must be relevant to the work being performed and required by the employer.
  - (v) Competencies may be drawn from other trade qualifications.

#### **S4.1.3 Classification Disputes Procedure**

- (a) It is recognised that from time to time disputes may arise as to the proper classification of a position or job to be filled by an employee. In the event that a dispute as to the proper classification or reclassification of a position or job does arise the dispute settlement procedure contained in clause 7.1 of the Award shall apply.
- (b) The parties to the dispute may call upon people/organisations with technical/educational expertise (such as Construction Skills Queensland or any successor organisation) and any other persons they believe would assist in the resolution of the dispute.

- (c) 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.
- (d) Appropriate procedures will be established for testing the validity of an employee's claim for reclassification.

#### **S4.1.4 Formal recognition of skills:**

- (a) 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
- (b) 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.
- (c) 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

#### **S4.1.5 Multi skilling**

- (a) 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.
- (b) 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.
- (c) 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.
- (d) Wherever possible registered competencies existing within the AQF shall be used as a benchmark for the assessment of vocational skills.

### **S4.2 Engineering stream**

- (a) The procedures for classifying or reclassifying employees under this Award are set out in the National Metal and Engineering Competency Standards Implementation Guide distributed by Manufacturing Skills Australia (MSA).
- (b) Without detracting from any of the processes set out in Schedule 4 any disputes in relation to classification or reclassification, including disputes relating to the terms of the Implementation

Guide, shall be handled in accordance with the grievance and dispute settling procedure in clause 7.1 of this Award.

- (c) It shall be a term of the Award that where there is agreement to implement the standards at the enterprise, or in the event that the classification of an employee is called into question, the issue shall be settled by the application of competency standards in accordance with this clause and the Implementation Guide or by reference to the minimum training requirement in the relevant classification definition, except as provided in clauses S4.2(d) and (e).
- (d) Where the employee has a relevant qualification recognised as a minimum training requirement for the level at which the employee seeks to be classified and the employee is exercising or will be required to exercise the skills and knowledge gained from that qualification necessary for that level of work the employee shall be classified appropriately. It is up to the employer to demonstrate reasons for a qualification that is a recognised minimum training requirement not being regarded as relevant for an employee's work.
- (e) Where skill standards have not been finalised in respect of any class of work and this is necessary for determining an employee's classification, the employee shall be classified in accordance with the classification definitions at Schedule 2 of this Award.
- (f) All employees engaged under the Award at the relevant classification levels shall be subject to the metal and engineering competency standards.
- (g) Other provisions to be followed where competency standards are being implemented in an enterprise:
  - (i) Management and employee representatives responsible for overseeing the implementation of competency standards within enterprises shall be given access to briefing and/or training courses on the standards prior to implementation.
  - (ii) Such briefings/training courses on the metal and engineering competency standards and Implementation Guide should be approved by MSA. These briefings/training courses can be either a joint briefing delivered by the parties or by one party with the approval of other relevant parties at the enterprise or an approved course delivered by a MSA recognised provider with the approval of the relevant parties at the enterprise level.
  - (iii) The above does not exclude the delivery of additional training or advice by the parties or MSA to enterprises.
- (h) Points

The points to be assigned to the classification levels under the Award shall be:

Award Classification Level	Recommended points
C14	-
C13	-
C12	32
C11	64
C10	96
C9	12 additional points above C10
C8	24 additional points above C10
C7	36 additional points above C10
C6	48 additional points above C10
C5	60 additional points above C10

Award Classification Level	Recommended points
C4	Standards and points to be finalised
C3	Standards and points to be finalised
C2a	Standards and points to be finalised
C2b	Standards and points to be finalised

and in accordance with Table 2 in the Implementation Guide.

- (i) Facilitation of implementation - If any party to this Award initiates a meeting at industry level in relation to major concerns about implementation of standards, including the application of points as set out in clause S4.2(h), the following procedure shall apply:
- (i) if the major concerns involve problems at enterprise level the implementation process shall be suspended at those enterprises and there shall be no industrial action in relation to the problem;
  - (ii) officials of the relevant industry parties shall meet immediately to attempt to resolve the concerns.
  - (iii) where necessary, arrangements shall be made for an assessment and report by experts representing the relevant industry parties, or a representative of MSA;
  - (iv) the relevant industry parties shall consider the experts' report/s and agree on a course of action to resolve the concerns of the initiating party. A record of any agreement will be forwarded to the relevant enforcement agency such as the Department of Justice and Attorney-General;
  - (v) if the concerns are not resolved any party may pursue any available course of action under the Act.

## **Schedule 5 - Conversion of Casual Employment - Engineering Stream**

**S5.1** A casual employee engaged within the Engineering stream, other than an irregular casual employee as defined below, who has been engaged by a particular employer on a regular and systematic basis and for several periods of employment under this Award during a period of 6 months shall thereafter have the right to elect to have the employee's contract of employment converted to full-time employment or part-time employment if the employment is to continue beyond the conversion process.

**irregular casual employee** means one who has been engaged to perform work on an occasional or non-systematic or irregular basis

The provisions of Schedule 5 do not apply to irregular casual employees.

**S5.2** Every employer of such an employee shall give the employee notice in writing of the provisions of Schedule 5 within 4 weeks of the employee having attained such period of 6 months.

**S5.3** The employee retains the employee's right of election under Schedule 5 if the employer fails to comply with clause S5.2.

**S3.4** Any such casual employee who does not within 4 weeks of receiving written notice elect to convert the employee's contract of employment to a full-time employment or a part-time employment will be deemed to have elected against any such conversion.

**S5.5** Any casual employee who has a right to elect under clause S5.1, upon receiving notice under clause S5.2 or after the expiry of the time for giving such notice, may give 4 weeks' notice in writing to the employer that the employee seeks to elect to convert the employee's contract of employment to full-time or part-time employment, and within 4 weeks of receiving such notice the employer shall consent to or refuse the election but shall not unreasonably so refuse. Any dispute about a refusal of an election to convert a contract of employment shall be dealt with as far as practicable with expedition through the grievance procedure.

**S5.6** Once a casual employee has elected to become and been converted to a full-time employee or a part-time employee, the employee may only revert to casual employment by written agreement with the employer.

**S5.7** (a) If a casual employee has elected to have the employee's contract of employment converted to full-time or part-time employment in accordance with clause S5.5, the employer and employee in accordance with Schedule 5 shall discuss and agree upon:

- (i) which form of employment the employee will convert to, that is, full-time or part-time; and
- (ii) if it is agreed that the employee will become a part-time employee, the number of hours and the pattern of hours that will be worked, as set out in clause 8.2.

(b) Provided that an employee who has worked on a full-time basis throughout the period of casual employment has the right to elect to convert the employee's contract of employment to full-time employment and an employee who has worked on a part-time basis during the period of casual employment has the right to elect to convert the employee's contract of employment to part-time employment, on the basis of the same number of hours and times of work as previously worked, unless other arrangements are agreed upon between the employer and employee.

(c) Following such agreement being reached, the employee shall convert to full-time or part-time employment.

(d) Where, in accordance with clause S5.5 an employer refuses an election to convert, the reasons for doing so shall be fully stated to and discussed with the employee concerned and a genuine attempt made to reach agreement.

- (e) Any dispute about the arrangements to apply to an employee converting from casual employment to full-time or part-time employment shall be dealt with as far as practicable with expedition through the grievance procedure.

**S5.8** By agreement between the employer and the majority of the employees in the relevant workplace, or section of it, or with the casual employee concerned, the employer may apply clause S5.1 as if the reference to 6 months is a reference to 12 months, but only in respect of a currently engaged individual employee or group of employees. Any such agreement shall be recorded in the time and wages records. Any such agreement reached with an individual employee may only be reached within the 2 months prior to the end of the period of 6 months referred to in clause S5.1.

**S5.9** An employer when engaging a person for casual employment must inform the employee then and there that the employee is to be employed as a casual, stating by whom the employee is employed, the job to be performed and the classification level, the actual or likely number of hours required, and the relevant rate of pay.

**S5.10** The employer shall give to a casual employee who has been engaged for one or more periods of employment extending over 3 or more weeks in any calendar month, and whose employment is or is likely to be ongoing, a notice in writing signed by or on behalf of the employer stating:

- (a) the name and address of the employer;
- (b) if the employee has been engaged by the employer to perform work on hire to another person or company or is regularly engaged to perform work on hire to other persons or companies, a statement to that effect;
- (c) the job to be performed and the classification level on which the employee has been or is likely to be engaged;
- (d) as far as practicable, the terms of the current engagement, including the likely number and likely pattern of hours required to be worked, the base hourly rate upon which the casual loading is calculated, the casual loading and the total casual rate; and
- (e) the contingency on which the engagement expires, or the notice, if any, that will be given to terminate any ongoing employment.

**S5.11** It shall be sufficient compliance with clause S5.10 if the employer gives such a note in writing upon or following the first occasion on which the casual employee has been so engaged for a period or periods extending over 3 or more weeks in any calendar month.

## Schedule 6 - Supported Wage System

**S6.1** This Schedule defines the conditions which will apply to employees who because of the effects of a disability are eligible for a supported wage under the supported wage system.

**S6.2 Definitions** - In this Schedule:

**approved assessor** means a person accredited by the management unit established by the Commonwealth under the supported wage system to perform assessments of an individual's productive capacity within the supported wage system

**assessment instrument** means the tool provided for under the supported wage system that records the assessment of the productive capacity of the person to be employed under the supported wage system

**disability support pension** means the Commonwealth pension scheme to provide income security for persons with a disability as provided under the *Social Security Act 1991* (Cth), or any successor to that scheme

**relevant minimum wage** means the minimum wage prescribed in this Award for the class of work for which an employee is engaged

**supported wage system (sws)** means the Commonwealth Government system to promote employment for people who cannot work at full Award wages because of a disability, as documented in the Supported Wage System Handbook. The Handbook is available from the following website: [www.jobaccess.gov.au](http://www.jobaccess.gov.au)

**sws wage assessment agreement** means the document in the form required by the Department of Social Services that records the employee's productive capacity and agreed wage rate

**S6.3 Eligibility criteria**

- (a) Employees covered by this Schedule will be those who are unable to perform the range of duties to the competence level required within the class of work for which the employee is engaged under this Award, because of the effects of a disability on their productive capacity, and who meet the impairment criteria for receipt of a disability support pension.
- (b) This Schedule does not apply to any existing employee who has a claim against the employer which is subject to the provisions of the *Workers' Compensation and Rehabilitation Act 2003*.

**S6.4 Supported wage rates**

- (a) Employees to whom this Schedule applies will be paid the applicable percentage of the relevant minimum wage according to the following Table and Note:

Assessed capacity (see below)	Relevant minimum wage*
10%	10%
20%	20%
30%	30%
40%	40%
50%	50%
60%	60%
70%	70%
80%	80%
90%	90%

\*Note: The minimum amount payable to an employee receiving a supported wage must not be less than \$89 per week.

- (b) Where an employee's assessed capacity is 10%, the employee must receive a high degree of assistance and support.

### **S6.5 Assessment of capacity**

- (a) For the purpose of establishing the percentage of the relevant minimum wage, the productive capacity of the employee will be assessed in accordance with the sws by an approved assessor, having consulted the employer and employee and, if the employee so desires, a union which the employee is eligible to join.
- (b) All assessments made under this Schedule must be documented in a sws wage assessment agreement, and retained by the employer as a time and wages record in accordance with the Act.

### **S6.6 Review of assessment**

The assessment of the applicable percentage should be subject to annual or more frequent review on the basis of a reasonable request for such a review. The process of review must be in accordance with the procedures for assessing capacity under the sws.

### **S6.7 Other terms and conditions of employment**

Where an assessment has been made, the applicable percentage will apply to the relevant minimum wage only. Employees covered by the provisions of this Schedule will be entitled to the same terms and conditions of employment as other workers covered by this Award on a *pro rata* basis.

### **S6.8 Workplace adjustment**

If the employer wishes to employ a person under the provisions of this Schedule it must take reasonable steps to make changes in the workplace to enhance the employee's capacity to do the job. Changes may involve re-design of job duties, working time arrangements and work organisation.

### **S6.9 Trial period**

- (a) In order for an adequate assessment of the employee's capacity to be made, the employer may employ a person under the provisions of this Schedule for a trial period not exceeding 12 weeks, except that in some cases additional work adjustment time (not exceeding four weeks) may be needed.
- (b) During that trial period the assessment of capacity will be undertaken and the percentage of the relevant minimum wage for a continuing employment relationship will be determined.
- (c) The minimum amount payable to the employee during the trial period must be no less than the amount recorded in the Note under the Table (above).
- (d) Work trials should include induction or training as appropriate to the job being trialled.
- (e) Where the employer and employee wish to establish a continuing employment relationship following the completion of the trial period, a further contract of employment will be entered into based on the outcome of assessment (see **Assessment of capacity** - above).

## Schedule 7 - Phasing in of Wage Rates of Employees in the Engineering Stream

### S7.1 Phasing in of wage rate of employees without relevant work experience

An employee who possesses the appropriate level of academic qualifications and who otherwise meets the requirements of the relevant classification definition but who is without prior experience in the industries covered by this Award or other relevant work experience, shall be paid in accordance with the following formula:

Qualification	Years of Relevant Work Experience	Percentage of Relevant Rate of Pay
Advanced Certificate	0	77 of C5 Rate
	1	85 of C5 Rate
	2	96 of C5 Rate
	3	100 of C5 Rate
Associate Diploma	0	72 of C3 Rate
	1	79 of C3 Rate
	2	89 of C3 Rate
	3	93 of C3 Rate
	4	100 of C3 Rate

An employee commencing work in technical fields who is without the appropriate qualification for C10 classifications or above (or who is undertaking training in the qualifications prescribed) and who is also without relevant prior experience in industry but who otherwise meets the requirements of the relevant classification definitions shall be paid in accordance with the following formula:

Years of Relevant Work Experience	Percentage of Relevant Rate of Pay
0	83
1	88
2	95
3	100

### S7.2 Work experience (Technicians)

Qualification	Years of Relevant Work Experience	Percentage of Relevant Rate of Pay
Advanced Certificate	0	77 of C5 Rate
	1	85 of C5 Rate
	2	96 of C5 Rate
	3	100 of C5 Rate
Associate Diploma	0	72 of C3 Rate
	1	79 of C3 Rate
	2	89 of C3 Rate
	3	93 of C3 Rate
	4	100 of C3 Rate

An employee commencing work in technical fields who is without the appropriate qualification for C10 classifications or above (or who is undertaking training in the qualifications prescribed) and who is also without relevant prior experience in industry but who otherwise meets the requirements of the relevant classification definitions shall be paid in accordance with the following formula:

<b>Years of Relevant Work Experience</b>	<b>Percentage of Relevant Rate of Pay</b>
0	83
1	88
2	95
3	100

## Schedule 8 - Certain Provisions Applying to Employees of Queensland Health

### S8.1 Consultation - Local Consultative Forum

Each Hospital and Health Service with employees covered by this Award will establish and maintain a Local Consultative Forum (LCF) for such employees (to be known as BEMS LCF).

### S8.2 Salaries and allowances - Engineering stream

In lieu of the wages/salaries prescribed in clause 12.3(b) of this Award, employees in the Engineering stream employed in Hospital and Health Services shall be paid the following rates for all purposes of the Award:

Classification Level	Award Rate <sup>1</sup> Per Fortnight <sup>2</sup> \$	Annual <sup>2</sup> Salary <sup>3</sup> \$
C6	2,233	58,257
C7	2,087	54,448
C8	2,013	52,517
C9	1,941	50,639
C10	1,866	48,682
C11	1,754	45,760
C12	1,687	44,012
C13	1,619	42,238

*Notes:*

<sup>1</sup> Includes the arbitrated wage adjustment payable under the 1 September 2020 Declaration of General Ruling.

<sup>2</sup> Rounded to the nearest dollar.

<sup>3</sup> Annual salaries (fortnightly rate x 26.089) are for reference purposes only.

### S8.3 Long service leave

- (a) Employees who have completed 7 years continuous service are entitled to take long service leave on full pay or half pay.
- (b) Employees are entitled to a cash equivalent of long service leave in the following circumstances:

Specific circumstances	Minimum period of continuous service
Retrenchment	1
Ill health retirement	5
Retirement if 55 years or older	5
Death	5
Termination except where termination is due to dismissals or career advancement	7
All other circumstances	10

### S8.4 Occupational health and safety matters

Employees shall be provided with three sets of working clothes free of cost on commencement of employment, which shall be replaced on presentation of worn-out articles to the employer.

By the Commission,  
[L.S.] M. SHELLEY,  
Industrial Registrar.