

QUEENSLAND INDUSTRIAL RELATIONS COMMISSION

*Industrial Relations Act 1999* - ss. 140G and 140GC - Variation of modern award  
ss. 140G(3)(a) and 140GC(2)(a) - Commission acting on its own initiative

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

**Matter No. MA/2016/23**

DEPUTY PRESIDENT O'CONNOR  
DEPUTY PRESIDENT SWAN  
INDUSTRIAL COMMISSIONER THOMPSON

5 December 2016

**DETERMINATION**

This matter coming on for hearing before the Commission at Brisbane on 5 December 2016 this Commission orders that the said Award be varied as follows as from 5 December 2016:

1. By deleting clause 1 and inserting the following in lieu thereof:

1. **Title**

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

2. In clause 3:

- (a) By deleting the definition of "afternoon shift" and inserting the following in lieu thereof:

- 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

- (b) By deleting the definition of "commission" and inserting the following in lieu thereof:

- Commission** means the Queensland Industrial Relations Commission

- (c) By deleting the definition of "continuous shift work" and inserting the following in lieu thereof:

- 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

- (d) By deleting the definition of "night shift" and inserting the following in lieu thereof:

- 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

- (e) By deleting the definition of "rostered day off" and inserting the following in lieu thereof:

Determination

**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

- (f) By deleting the definition of "scheduled day/s off" and inserting the following in lieu thereof:

**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

- (g) By inserting a new definition for "union" as follows:

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

3. By deleting clause 5 and inserting the following in lieu thereof, as well as updating the heading of clause 5 in the Table of Contents:

## **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.

4. By deleting clause 6.1(c) and inserting the following in lieu thereof:

- (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 6 of the Act and is to have no force or effect until approval is given.

5. By deleting clause 6.2 and inserting the following in lieu thereof:

### **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.

Determination

- (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.

6. By deleting the heading in clause 7.1 and inserting the following in lieu thereof:

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

7. By deleting clauses 7.1(d)(ii) and (iv) and inserting the following in lieu thereof:

- (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;
- ...
- (iv) if the matter is not resolved then it may be referred by either party to the Commission.

8. By deleting clause 7.1(e) and inserting the following in lieu thereof:

- (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.

9. By deleting clause 7.2 and inserting the following in lieu thereof:

**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.

Determination

- (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.
10. By deleting clause 8.1 and inserting the following in lieu thereof:
- 8.1 Full-time employment**
- A full-time employee is one who is engaged to work an average of 38 ordinary hours per week.
11. By deleting clause 8.2(b) and inserting the following in lieu thereof:
- (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.
12. By deleting clause 8.3(a)(ii) and inserting the following in lieu thereof:
- (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.
13. By deleting clause 8.3(c) and inserting the following in lieu thereof:

Determination

- (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%.

14. By deleting clauses 9.2, 9.3, 9.4 and 9.5 and inserting the following in lieu thereof:

**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.

15. By deleting the Note in clause 10.1 and inserting the following in lieu thereof:

*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.*

16. By deleting clause 10.2 and inserting the following in lieu thereof:

Determination

**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.

17. By deleting clause 10.3(c) and inserting the following in lieu thereof:

- (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.

18. By deleting the title of clause 10.4 and inserting the following in lieu thereof:

**10.4 Employee leaving during notice period**

19. By deleting clause 10.6(a) and inserting the following in lieu thereof:

- (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.

20. By deleting clause 10.7(a) and inserting the following in lieu thereof:

- (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

Determination

21. By deleting clause 10.8 and inserting the following in lieu thereof:

**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.

22. By deleting clause 10.9 and inserting the following in lieu thereof:

**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.

23. By deleting clause 11.1(a) and inserting the following in lieu thereof:

- (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.

24. By deleting clause 11.2 and inserting the following in lieu thereof:

**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.

25. By inserting a Note immediately below the heading for Part 4 as follows:

Determination

*(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.)*

26. By deleting clause 12.1(b)(ii) and inserting the following in lieu thereof:
- (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.
27. In clause 12.3:
- (a) By deleting clause 12.3(a)(i) and inserting the following in lieu thereof:  
  
The minimum salaries payable to employees within the Building trades stream are prescribed in the table below:
  - (b) By deleting the introductory sentence under clause 12.3(b)(i) and inserting the following in lieu thereof:  
  
The minimum salaries payable to employees aged 20 years and over within the Engineering stream are prescribed in the table below:
  - (c) By deleting clause 12.3(c)(i) and inserting the following in lieu thereof:  
  
The minimum salaries payable to employees within the Forepersons stream are prescribed in the table below:
28. By deleting clause 12.6(b) and inserting the following in lieu thereof:
- (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.
29. By deleting clause 12.7 and inserting the following in lieu thereof:
- 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.*
30. By deleting the introductory sentence under clause 12.9 and inserting the following in lieu thereof:
- Movement within classification levels within the Forepersons stream is to be based on meeting the following requirements:
31. By deleting clause 13(d) and inserting the following in lieu thereof:
- (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



Determination

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.

32. By deleting clause 13.2(a) and inserting the following in lieu thereof:

- (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.

33. By deleting clause 13.6 and inserting the following in lieu thereof:

**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 \$0.48 per hour for the actual time so engaged.

34. By deleting clause 13.19 and inserting the following in lieu thereof:

**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 - \$0.77 per kilometre; and
- (ii) motorcycle - \$0.26 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.*

35. By deleting clauses 13.21(c) and (e) and inserting the following in lieu thereof:

- (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.

...

- (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 \$12.85.

36. By deleting the Note in clause 13.21 and inserting the following in lieu thereof:

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

37. By deleting the introductory sentence under clause 13.28 and inserting the following in lieu thereof:

Determination

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

38. By deleting clause 13.31(b) and inserting the following in lieu thereof:
  - (b) employees loading or unloading not less than six bags of lime and/or cement; or
39. By deleting the introductory sentence in clause 13.36(a) and inserting the following in lieu thereof:
  - (a) The following tool allowances shall be paid to all tradespersons who are required to supply and use their own tools:
40. By deleting clause 13.38 and inserting the following in lieu thereof:

**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 \$0.42 per day.
41. By deleting clause 13.43 and inserting the following in lieu thereof:

**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:

Determination

<u>Allowance</u>	<u>Eight Capitals Consumer Price Index (ABS Cat No. 6401.0 - Table 7)</u>
Accommodation allowance <i>(last adjusted 1 September 2015)</i>	Domestic holiday, travel and accommodation sub-group
Camping allowance <i>(last adjusted 1 September 2016)</i>	Other recreation, sport and culture sub-group
Motor vehicle/Mileage allowance <i>(last adjusted 1 September 2014)</i>	Private motoring sub-group
Overtime meal allowance <i>(last adjusted 1 September 2016)</i>	Take-away and fast foods sub-group
Tool allowance and Tools insurance value <i>(last adjusted 1 September 2016)</i>	Tools and equipment for house and garden component of the household appliances, utensils and tools sub-group

42. By deleting clause 14(b) and inserting the following in lieu thereof:
- (a) 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.
43. By deleting clause 15.1(f) and inserting the following in lieu thereof:
- (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.
44. By deleting clause 15.2(c), (d) and (e) and inserting the following in lieu thereof:
- (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 \$0.24 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

Determination

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.

45. By deleting the words "one half" in clause 15.4(a)(ii) and wherever they appear in the Award thereafter, and replace them with the term "one-half".

46. By deleting the introductory sentence in clause 15.5(b) and inserting the following in lieu thereof:

- (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:

47. By deleting clause 15.5(c) and inserting the following in lieu thereof:

- (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.

48. By deleting clause 15.5(d) and inserting the following in lieu thereof:

- (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.

49. By deleting clause 16.1(a) and inserting the following in lieu thereof:

- (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.

50. By deleting clause 17(b) and inserting the following in lieu thereof:

- (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.

Determination

51. By deleting clauses 18.2(a) and (b) and inserting the following in lieu thereof:
- (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.

52. By deleting clause 18.3 and inserting the following in lieu thereof:

**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.

53. By deleting clause 18.4(a) and inserting the following in lieu thereof:

- (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.

54. By deleting clause 18.4(d) and inserting the following in lieu thereof:

- (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.

55. By deleting the introductory sentence in clause 18.5(a) and inserting the following in lieu thereof:

Determination

- (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:

56. By deleting clause 18.6(a) and inserting the following in lieu thereof:

- (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;

57. By deleting clause 18.7(d) and inserting the following in lieu thereof:

- (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.

58. By deleting clauses 19.1(b) and (c) and inserting the following in lieu thereof:

- (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.

59. By deleting clause 19.3(a) and inserting the following in lieu thereof:

- (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.

60. By deleting clause 21 and inserting the following in lieu thereof:

**21. Parental leave**

- (a) Parental leave is provided for in Division 5 of the QES and covers:

Determination

- (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 5 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 5 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

Determination

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 71 GT).
  - (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 71GU).

*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.*

61. By deleting clause 23.1 and inserting the following in lieu thereof:

**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.



Determination

62. By deleting clause 23.3(a) and inserting the following in lieu thereof:

- (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.

63. By deleting clauses 23.4 and 23.5 and inserting the following in lieu thereof:

**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.

Determination

- (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.

64. By deleting clause 26.1(e)(ii) and inserting the following in lieu thereof:

- (ii) for a period of at least eight weeks,

65. By deleting clause 26.2(a) and inserting the following in lieu thereof:

- (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 \$98.15 per week of seven days and tents with suitable flys and suitable wooden flooring or other weatherproof accommodation, stretchers, camp and cooking utensils shall be supplied free of charge by the employer.

66. By deleting clause 27(c) and inserting the following in lieu thereof:

- (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.

67. By deleting the heading in clause 28.1 and inserting the following in lieu thereof:

**28.1 Employees engaged within the Engineering stream**

68. By deleting clause 28.1(e) and inserting the following in lieu thereof:

- (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.

69. By deleting clause 28.1(h) and inserting the following in lieu thereof:

- (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.

70. By deleting the heading of clause 29.1 as well as clauses 29.1(a) and (b) and inserting the following in lieu thereof:

**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,

Determination

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.

71. By deleting the heading of clause 29.2 and inserting the following in lieu thereof:

**29.2 Employees engaged within the Engineering stream**

72. By deleting clause 32(d) and inserting the following in lieu thereof:

- (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.

73. By deleting Schedule 3 - Classification Structure - Forepersons Stream, and inserting the following in lieu thereof:

**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.

## Determination

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)**

Determination

**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.

Determination

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.

74. By deleting Schedule 6 - Supported Wage System and inserting the following in lieu thereof:

**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:

Determination

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 \$82 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.

Determination

- (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).

75. In Schedule 8, by deleting S8.2 Salaries and allowances - Engineering stream, and inserting the following in lieu thereof:

**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	1,993	51,995
C7	1,863	48,604
C8	1,796	46,856
C9	1,732	45,186
C10	1,666	43,464
C11	1,565	40,829
C12	1,506	39,290
C13	1,445	37,699

Notes:

- <sup>1</sup> Includes the arbitrated wage adjustment payable under the 1 September 2016 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.

Dated: 5 December 2016

By the Commission,  
M. Shelley,  
Deputy Industrial Registrar.

Operative Date: 5 December 2016  
Determination - Correction of error

Released: 5 December 2016