

**QUEENSLAND INDUSTRIAL RELATIONS COMMISSION**

*Industrial Relations Act 2016*

*Civil Construction, Operations and Maintenance General Award – State 2016*

*Matter No. B/2021/51, B/2021/58 and B/2021/59*

**REPRINT OF AWARD UNDER SECTION 980**

**Certification of Reprint**

Following the general ruling made by the Commission in the 2021 State Wage Case, the *Civil Construction, Operations and Maintenance General 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 *Civil Construction, Operations and Maintenance General Award – State 2016* as at 1 September 2021.

**Name of modern award:** *Civil Construction, Operations and Maintenance General Award – State 2016*

**Operative date of the modern award reprint:** 1 September 2021

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

By the Registrar

M. SHELLEY

1 September 2021

# CIVIL CONSTRUCTION, OPERATIONS AND MAINTENANCE GENERAL AWARD – STATE 2016

## Table of Contents

	<b>Page</b>
<b>PART 1 - Title and Operation .....</b>	<b>4</b>
1. Title.....	4
2. Operation .....	4
3. Definitions and interpretation .....	4
4. Coverage .....	7
5. The Queensland Employment Standards and this Award .....	7
6. Enterprise flexibility and facilitative award provisions.....	7
<b>PART 2 - Dispute Resolution .....</b>	<b>8</b>
7. Dispute resolution .....	8
<b>PART 3 - Types of Employment, Consultation and Termination of Employment.....</b>	<b>10</b>
8. Types of employment .....	10
9. Termination of employment .....	12
10. Redundancy .....	12
11. Consultation - Introduction of changes.....	15
<b>PART 4 - Minimum Salary Levels, Allowances and Related Matters.....</b>	<b>16</b>
12. Classification and minimum salary levels .....	16
13. Allowances .....	17
14. Superannuation .....	25
<b>PART 5 - Hours of Work and Related Matters .....</b>	<b>25</b>
15. Hours of duty .....	25
16. Meal breaks.....	27
17. Rest pauses - both day workers and shift workers.....	28
18. Overtime .....	28
<b>PART 6 - Leave of Absence and Public Holidays .....</b>	<b>30</b>
19. Annual leave .....	30
20. Personal leave .....	31
21. Parental leave.....	32

22.	Long service leave .....	33
23.	Public holidays.....	33
24.	Jury service .....	35
<b>PART 7 - Transfers, Travelling and Working Away from Usual Place of Work.....</b>		<b>35</b>
25.	Fares and travelling time .....	35
26.	Transfer of employment location.....	37
27.	Living away from home.....	37
<b>PART 8 - Training and Related Matters .....</b>		<b>39</b>
28.	Training, learning and development .....	39
<b>PART 9 - Occupational Health and Safety Matters, Equipment, Tools and Amenities .....</b>		<b>40</b>
29.	Workplace health and safety .....	40
30.	Tools and equipment.....	41
<b>PART 10 - Union Related Matters .....</b>		<b>41</b>
31.	Union encouragement.....	41
32.	Union delegates .....	41
33.	Industrial relations education leave .....	41
34.	Right of entry .....	42
<b>Schedule 1 - Classification Structure and Level Descriptors .....</b>		<b>44</b>
<b>Schedule 2 - Owner Driver Motor Vehicle Hire Rates .....</b>		<b>56</b>
<b>Schedule 3 - Directives Which Apply to Employees Covered by this Award.....</b>		<b>59</b>

## **PART 1 - Title and Operation**

### **1. Title**

This Award is known as the *Civil Construction, Operations and Maintenance General 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 covered by the *Transport and Main Roads Operational Employees Certified Agreement 2011*.

### **3. Definitions and interpretation**

Unless the context otherwise requires, in this Award:

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

**afternoon shift** means any shift commencing at or after 1200 and before 1800

**articulated vehicle** means a vehicle with 3 or more axles, comprising a power unit (called "tractor truck", "prime mover", etc.) and semi-trailer which is superimposed on the power unit, and coupled together by means of a king pin revolving on a turntable and is articulated whether automatically detachable or permanently coupled

**chief executive** means a person appointed to that role pursuant to the provisions of the *Public Service Act 2008* or, for the purposes of this Award, such other person to whom the chief executive has delegated specific authorities

**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

**construction, reconstruction, alteration, repair and/or maintenance work** means and includes all work performed on site on construction, reconstruction, alteration, repair and/or maintenance of works covered by the Award including: new workshops, sidings, deviations, relaying and renewal of bridges, pipe lines, culverts, box culverts, bridges, overpasses and underpasses, kerbing, channelling, roads, traffic islands, retaining walls, and land reclamation

**day shift** means any shift worked as part of a 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 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 based employee** means an employee designated as such and who is regularly required to commence duty at a depot

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

**double articulated vehicle** means a vehicle with 4 or more axles comprising a power unit (called tractor truck, prime mover etc.) and semi-trailer (called dolly-trailer) which is superimposed on the power unit, which in turn has a load-carrying semi-trailer superimposed upon the dolly-trailer, both semi-trailers and the power unit being coupled together by means of king pins and revolving on turntables and are articulated whether automatically detachable or permanently coupled

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

**foreperson** means an employee on a day-labour job appointed as such and who carries out the work, under the control and direction of the supervising engineer, in accordance with the plans and specifications approved for such work

**general supervision** has the meaning ascribed to it under the definition of **supervision**

**limited supervision** has the meaning ascribed to it under the definition of **supervision**

**listed disabilities** in respect of construction, reconstruction, alteration, repair and/or maintenance work includes:

- climatic conditions where working in the open on all types of work;
- the physical disadvantages of having to climb stairs or ladders;
- dust blowing in the wind on construction sites;
- sloppy or muddy conditions;
- dirty conditions;
- drippings from newly-poured concrete;
- the disability of working on all types of scaffold other than a single plank or bosun's chair; and
- all other present disabilities not specifically compensated or allowed for by any other provision of this Award

**live sewer work** means work carried out in situations where there is direct aerial connection with a sewer through which sewerage is flowing. Where aerial connection with such sewer is blocked by a disc, plug, water seal or other means, the live sewer rate shall not apply

**night shift** means any shift commencing at or after 1800 and before 0600

**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 designated as such and who is regularly required to commence duty at a work site

**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 a method of working ordinary hours implemented in accordance with clauses 15.1(a) to (e), inclusive, clause 15.1(j) or clause 15.4

**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(k). Depending on the working arrangements, a Saturday and/or Sunday may also be a scheduled day off

**shaft** means any circular or rectangular excavation over 1.524 m deep for the purpose of access to an underground level not being a trench

**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 shift work system

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

**spread of ordinary hours** has the meaning ascribed to it in clause 15.2

**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

**town** means an acknowledged residential centre with at least a hotel, post office and general domestic shopping facilities

**trench or open-cut** means a continuous excavation for the purpose of laying pipes, except for "headings" or blocks of earth not exceeding 914 mm in width to support the sides of the trench. The excavation through such blocks shall not be classed as tunnelling. Where surface obstructions prevent the continuity of trenching, such obstructions may be tunnelled under, but the time engaged on tunnelling shall be paid for as mining

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

**wet places** means places are deemed to be wet:

- when water other than rain is dropping from overhead so that the clothing of the workers employed there will become saturated with water; or

- where a worker works without protective waterproof footwear in water and/or slush underfoot to a depth exceeding 50 mm

No place shall be considered wet where workers are not actually working or where the wetness is caused by rain or by a jet or spraying of water

#### **4. Coverage**

**4.1** This Award applies to:

- (a) employees whose salaries or rates of pay are fixed by this Award employed pursuant to section 147 of the *Public Service Act 2008*; and
- (b) each chief executive (however titled) of a government department which employs employees covered by this Award in their capacity as the employer of such employees; and
- (c) the following industrial organisations of employees:
  - (i) The Australian Workers' Union of Employees, Queensland;
  - (ii) The Construction, Forestry, Mining & Energy, Industrial Union of Employees, Queensland;
  - (iii) Together Queensland, Industrial Union of Employees; and
  - (iv) Transport Workers' Union of Australia, Union of Employees (Queensland Branch),to the exclusion of any other award.

#### **4.2 Directives which apply to employees covered by this Award**

In addition to conditions of employment provided in this Award, Schedule 3 records those directives about specified matters which apply to employees covered by this Award.

#### **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.
- (c) Employees shall further be advised upon appointment of their designation as either a radial or a depot based employee.

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

A full-time employee is one that 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 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 15.2, is to be paid at the appropriate overtime rate prescribed in clause 18.2.

### **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. Where applicable, a casual employee shall be further entitled to the provisions of overtime, weekend penalty rates and payment for work performed on public holidays.
- (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 where an equivalent full-time employee's ordinary hours of work are 38 hours per week 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) Each casual engagement stands alone with a minimum payment as for 4 hours' work to be made in respect to each engagement.
- (f) The long service leave entitlement of casual employees is recorded in clause 22.

### **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) The period of notice of termination required to be given by an employee, other than a casual employee, shall be one week or ~~or~~ one week's 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**

- (a) Redundancy pay is provided for in Division 13 of the QES. Clauses 10.2 to 10.9 supplement the QES provisions.
- (b) Provided that an employee employed for less than 12 months shall be entitled to a redundancy/severance payment of 1.75 hours per completed week of service if, and only if redundancy is occasioned otherwise than by the employee.

*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/s 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

### 12. Classification and minimum salary levels

#### 12.1 Classification structure

Employees covered by this Award are to be classified into one of the classification levels set out in the table in clause 12.3(b).

#### 12.2 Allocation to classification levels

Allocation of employees to a classification level shall be in accordance with the classification level descriptors contained in Schedule 1.

#### 12.3 Minimum salary levels

- (a) Juniors - the rate of pay for employees aged less than 18 years of age, unless employed in a position requiring the full adult rate of pay by doing a job normally expected of an adult, shall be 75% of the relevant adult rate of pay.
- (b) Wage rates - employees aged 18 years or older shall be paid not less than the fortnightly wage rates prescribed below:

Classification Level	Notional Relativity to Tradesperson's Rate %	Award Rate <sup>1</sup> Per Fortnight \$ <sup>2</sup>	Award Rate Per Annum <sup>3</sup> \$ <sup>2</sup>
CW1(a) - new entrant (as defined)	85	1,686	43,986
CW1(b) - after 3 months in the industry	88	1,717	44,795
CW2 - after 12 months in the industry	90	1,735	45,264
CW3	92.4	1,760	45,917
CW4	96	1,798	46,908
CW5 (Tradesperson's rate)	100	1,849	48,239
CW6	105	1,905	49,700
CW7	110	1,962	51,187
CW8	115	2,013	52,517
CW9	120	2,069	53,978
CW10	125	2,126	55,465
CW11	130	2,184	56,978
CW12	135	2,240	58,439
CW13	140	2,296	59,900
CW14	145	2,352	61,361

*Notes:*

- <sup>1</sup> Includes the arbitrated wage adjustment payable under the 1 September 2021 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 Additional payments

- (a) The following additional amounts shall be paid to employees driving or operating the identified vehicles or plant, whilst so engaged:
- (i) an employee classified at CW7 or above operating a mobile crane: \$4.10 per week extra for every 5 tonnes in excess of 20 tonnes



- (ii) an employee driving a vehicle: \$1.20 per week extra for each complete 1.01 tonnes over and above 6.09 tonnes
- (b) The additional payments in clause 12.4(a) shall be treated as part of the employee's ordinary weekly wage for all purposes of this Award.

### **12.5 Payment of wages**

- (a) Unless otherwise agreed between an employer and employee, wages and salaries shall be paid fortnightly and may at the discretion of the chief executive be paid by electronic funds transfer.
- (b) In the case of dismissal of an employee or of an employee leaving the service of the employer after the prescribed notice has been given, the employee shall be paid all wages due within 15 minutes of ceasing work otherwise payment at ordinary rates shall be made up to the time payment is affected.
- (c) In the event of any employee leaving without notice the employee shall be paid all wages due as soon as practicable, and in any event on Town jobs within 24 hours and on country jobs within 48 hours of the termination of employment. If the employee is not paid within the time prescribed they shall be paid at their ordinary rate of wages for a maximum of 8 hours for each day they are kept waiting for payment of all monies due. Where the employer is prevented by flood, fire, or other causes beyond the employer's control from making payment within the prescribed time, waiting time shall not be payable.

### **12.6 Incidental or peripheral tasks**

An employer may direct an employee to carry out duties that are within the particular employee's skill, competence and training provided:

- (a) such duties are not designed to promote deskilling;
- (b) the direction does not affect the employee's entitlement to higher or other duties allowances provided in this Award; and
- (c) all such directions are consistent with the employer's responsibilities to provide a safe and healthy working environment.

### **12.7 Mixed functions**

- (a) An employee engaged for a total of more than 4 hours on any day or shift on duties carrying a higher rate than the employee's usual classification shall be paid the higher rate for the entire day or shift.
- (b) An employee engaged for 4 hours or less on any day or shift on duties carrying a higher rate than the employee's ordinary classification shall be paid the higher rate for the time so worked.

## **13. Allowances**

### **13.1 Articulated and special vehicles**

Employees driving the following vehicles shall be entitled to additional payments, as follows:

- (a) articulated vehicle: \$11.80 per week extra
- (b) double articulated vehicle: \$21.15 per week extra
- (c) machinery float and/or low loader: \$20.55 per week extra.

### 13.2 Bitumen work

An employee spraying or handling tar, bitumen or asphalt or dipping materials in such substances or in creosote, or handling metal, wood or blocks affected by such material shall be paid an additional \$0.99 per hour whilst so engaged.

### 13.3 Confined space

- (a) An employee required to work in a confined space shall be paid an additional \$0.99 per hour or part thereof whilst so engaged.
- (b) For the purposes of clause 13.3(a), **confined space** means a place the dimensions or nature of which necessitate working in a cramped position or without sufficient natural ventilation.

### 13.4 Construction, reconstruction, alteration, repair and/or maintenance work allowance

- (a) All employees, with the exception of form framers and/or setters and form setters' assistants, whilst actually engaged on construction, reconstruction, alteration, repair and/or maintenance work on site shall be paid an allowance at the rate of \$34.10 per week, which shall be treated as part of the ordinary weekly wage for all purposes of this Award, to compensate for listed disabilities.
- (b) Except in the case of an employee working in water to a depth of 750 mm or more, who is entitled to the disability allowance at clause 13.30 (working in water), an employee receiving payment pursuant to clause 13.4(a) shall not be entitled to the payment prescribed in clause 13.28 (wet places).
- (c) Employees shall not be entitled to the allowance in clause 13.4(a) where they are in receipt of an additional payment or disabilities allowance for a specific project.

### 13.5 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.

### **13.6 Driving plant with a caravan attached**

An employee driving an item of plant on a public road to which a caravan is attached shall be paid an additional \$0.35 per hour or part thereof whilst so engaged.

### **13.7 Employees removing dead animals**

- (a) An employee removing dead horses and cattle shall be paid an additional \$2.57 per day.
- (b) An employee removing dead animals other than above shall be paid an additional \$0.74 per day. This shall not apply to any employee removing dead vermin arising in the course of the employees' ordinary employment.

### **13.8 Employees removing flood debris**

Employees engaged in removing flood debris from bridges shall be paid an additional \$1.06 per day.

### **13.9 First-aid allowance**

A qualified employee appointed by the employer to perform first-aid duty shall be paid an additional \$18.85 per week.

### **13.10 Height work**

- (a) Subject to clause 13.10(b) an employee working on structures where the construction exceeds 15 metres in height shall be paid for all work above 15 metres at \$0.77 per hour whilst so engaged, with \$0.82 per hour additional for all work above each further 15 metres.
- (b) The allowances prescribed in clause 13.10(a) shall not be payable to an employee working on a bridge deck after permanent installation of the bridge parapets has been completed.

### **13.11 Leading hands**

- (a) Where an employee is appointed by the employer to be in charge of other employees the following allowances shall be paid:

	<b>Per Day</b>
	<b>\$</b>
When in charge of 2 - 9 other employees	6.70
When in charge of 10 or more other employees	8.83

- (b) The leading hand allowances referred to above shall be treated as part of the employee's ordinary weekly wage for all purposes of this Award.

### **13.12 Live sewer work**

- (a) Employees engaged on live sewer work or cleaning septic tanks shall be paid at the rate of time and one-half.
- (b) Employees who are on any day required to carry out work in connection with the release of blockages in sewerage lines and connections thereto shall be paid not less than 4 hours at the appropriate rate prescribed for such work. All time involved in travelling to and from such operations shall be deemed to be time worked for the purposes of clause 13.12.
- (c) The provisions of clauses 13.4 ((construction, reconstruction, alteration, repair and/or maintenance work allowance) and 13.19 (site allowance)) shall not apply to employees engaged on live sewer work or cleaning of septic tanks.

### **13.13 Motor vehicles drawing trailers**

- (a) An employee driving a motor vehicle to which a trailer having a loading capacity in excess of 0.5 tonnes is attached shall be paid an additional \$4.15 per day.
- (b) Not more than one trailer shall be attached and drawn at any one time.
- (c) The extra payment prescribed in clause 13.13(a) shall not apply to employees driving articulated vehicles or machinery floats and/or low loaders, where the provisions of clause 13.1 are to apply.

### **13.14 Noxious weed eradication**

Truck drivers engaged in the destruction of noxious growth such as pear, burr and groundsel and in charge of the operation shall be paid an additional \$4.85 per week.

### **13.15 Overtime meal allowance 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 5 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 5 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 13.15(a)(i) shall be entitled to take a 30 minute paid crib break at a time agreed between the employer and employee.
- (d) An employee working overtime in the circumstance mentioned in clause 13.15(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 13.15(a) or (b), the employee will be entitled to a 45 minute paid 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.

#### **13.16 Owner drivers**

- (a) An owner driver using their own motor vehicle shall be paid at the wage rate applicable to a driver of that class of vehicle as reflected in clause 12.3 plus the ordinary Divisional or District allowance and, in addition, a hire rate in accordance with Schedule 2 to this Award to compensate for the fixed and operational costs of the vehicle.
- (b) An owner driver of a vehicle in excess of 10 tonnes claiming the excess kilometre rate as set out in Schedule 2 to this Award shall submit to the employer daily, details of the actual kilometres running on the work of such employee.
- (c) An owner driver whilst on annual leave, and on days not worked by mutual arrangement (including sick leave, public holidays and long service leave) and during stoppages owing to wet weather, shall be paid at the wage rate applicable to a driver of the class of vehicle being driven as reflected in clause 12.3.
- (d) In the case of an owner driver working overtime, overtime rates shall be paid on the wage of the driver and the use of the truck shall be paid in accordance with the "hire" rate as set out in Schedule 2 to the Award.
- (e) Where an owner and user of a motor vehicle is employed as a casual employee they shall be paid a rate of 23% in excess of their ordinary wage rate as prescribed in clause 12.3 in addition to the hire rate as set out in Schedule 2.

#### **13.17 Plant operators - burning off**

Where a plant operator is required to stack partly burnt logs for reburning purposes during clearing operations they shall be paid an additional \$4.11 per day.

#### **13.18 Rubbish operations allowance**

Drivers of rubbish vehicles and their assistants primarily engaged on the collection of refuse shall be paid an additional \$2.78 per hour whilst directly engaged on refuse collection work. Where an

employee is primarily engaged in refuse collection the allowance shall be treated as part of the ordinary weekly wage for all purposes of this Award.

### **13.19 Site allowances**

- (a) An employer shall not be compelled to pay a site allowance on any site unless application has been made to the Commission and the Commission being satisfied that special and compelling circumstances exist which were not contemplated within existing Award provisions, including the construction etc. allowance in clause 13.4 (construction, reconstruction etc.), has amended the Award accordingly.
- (b) Where the Commission determines the quantum of an allowance, such allowance shall cease to exist upon the completion of the project, unless otherwise ordered by the Commission.
- (c) Site allowance shall not be payable for normal operations or maintenance work.

### **13.20 Weipa area allowance**

Employees employed on or in connection with construction work in the Weipa area shall be paid an amount of \$41.90 per week of 38 hours which shall be paid for all purposes of this Award.

### **13.21 Skid-steer loader implements**

Any employee operating a skid-steer loader fitted with manufacturers' implements, excluding combination bucket or angle blade, shall be paid an additional \$2.47 per day.

### **13.22 Special allowance**

- (a) In addition to the wage rates prescribed in this Award all employees shall be paid a special allowance of \$7.70 per week which shall be treated as part of the ordinary weekly wage for all purposes of this Award.
- (b) Such allowance acknowledges National Standards existing in the Civil Construction Industry in relation to rates of pay and allowances and is not to be subject to adjustment during the life of this Award.

### **13.23 Standby allowance**

- (a) An employee required to remain on call during any day or night, outside of ordinary working hours, shall be paid \$20.22 for each day, and/or night, during which the employee remains on call.
- (b) Where such an employee is required to remain on call on any Sunday or public holiday, the employee shall be paid for such Sunday or public holiday a sum equal to an ordinary working day of 8 hours for the employee concerned.
- (c) If any such employee whilst on call is required to perform any other work for which rates of pay are fixed by this Award, the employee shall be paid for the time so worked at the appropriate overtime rate prescribed in clause 18.2 in lieu of the above rate and the standby allowance in clause 13.23(b) shall be reduced by an amount bearing the same proportion to such sum as the time worked at overtime rates bears to the period of 8 hours.
- (d) If the time worked by such employee at overtime rates is 8 hours or more, then the employee shall be entitled to receive only the amount earned as overtime.

**13.24 Swing scaffold**

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

Height of bracing	Minimum payment (4 hours) per day \$	Each additional hour after 4 hours \$
1-30m	5.77	1.18
30-60m	7.29	1.54
60-90m	8.70	1.77
90-120m	14.24	2.93

- (b) A tenderer when working off a swing scaffold shall receive an additional \$0.24 per hour whilst so engaged.
- (c) An apprentice with less than two years' experience shall not use a swing scaffold or bosun's chair.

**13.25 Tool allowance**

- (a) An employee using their own tools shall be paid the following additional amounts when engaged on the following work:

	per week \$
Bridge construction	27.55
Form framing and setting	27.55
Laying bricks, pavers and blocks	19.55
Plastering/rendering	22.70
Draining, painting	6.55

- (b) Subject to clause 13.25(a) all tools required shall be supplied by the employer to the employee, but the employee shall be liable for any damage done to such tools wilfully or by reason of negligence.

**13.26 Truck crane or straddle unloader**

An employee required to operate a truck crane or straddle unloader shall be paid an additional \$3.88 a day.

**13.27 Waterproof clothing**

- (a) An employee who is required to work in rain shall be supplied with oilskin coats or other suitable covering.
- (b) Where an employee is prevented by wet weather from following their usual vocation they shall not be entitled to payment for any time lost unless the employee is willing to undertake training as directed by the employer or to perform any work the employer may direct them to do.
- (c) When an employee is required to perform work in the rain and by so doing gets wet clothes, the employee shall be paid double rates for all work so performed. Such payment shall continue until such time as the employee finishes work or is able to change into dry clothing.

- (d) Employees entitled to payment under clause 13.27 shall not be entitled to payment under clause 13.28 (wet places).

### **13.28 Wet places**

- (a) An employee working in wet places shall be paid an additional \$6.23 per day.
- (b) Such allowance shall not be payable in addition to the allowances prescribed in clauses 13.4 (construction, reconstruction etc.) or 13.30 (working in water).

### **13.29 Wet weather - stand down**

Subject to the stand down provisions contained within section 333 of the Act, all time lost through wet weather shall be paid for, provided the employee turns up at the worksite/depot and holds themselves in readiness. The supervising officer or other person under whose direction the employee is working shall decide whether or not it is too wet to work.

### **13.30 Working in water**

- (a) An employee who is required to work in water to a depth exceeding 750 mm shall be paid an additional \$2.34 per hour, with a minimum payment of \$4.68 (i.e. 2 hours).
- (b) This allowance is payable in lieu of that prescribed in clause 13.28 (wet places).

### **13.31 Adjustment of monetary allowances**

- (a) Other than the expense related allowances at clauses 13.15 (overtime meal allowance) and 13.25 (tool allowance), the non-adjustable allowance at clause 13.22 (special allowance) and the Divisional and District parities at clause 13.5, respectively, all other monetary allowances specified in clause 13 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 additional payments and monetary allowances in clauses 12.4(a)(i) (mobile crane), 12.4(a)(ii) (vehicle tonnage), 25.3(b)(i) (radial allowance), 25.3(c) (radial allowance) and Schedule 2, Part D (water tank and pump hire), respectively, shall also be adjusted in the same manner and at the same time as prescribed in clause 13.31(a).
- (c) At the time of any adjustment to the wage rates in this Award the expense related allowances at clauses 13.15 (overtime meal allowance), 13.25 (tool allowance), 25.2(b)(ii) (mileage allowance), 25.2(c)(iii) (mileage allowance), 25.3(b)(ii) (mileage allowance), 25.3(c)(ii) (mileage allowance), 27.1(a)(iii) (distant work allowances), 27.3(a) (camping allowance), and 27.4(d) (mileage allowance), 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>
Camping allowance <i>(last adjusted 1 September 2021)</i>	Other recreation, sport and culture sub-group
Distant work (i.e. accommodation) allowance <i>(last adjusted 1 September 2021)</i>	Domestic holiday, travel and accommodation sub-group



Mileage allowance  
(last adjusted 1 September 2021)

Private motoring sub-group

Overtime meal allowance  
(last adjusted 1 September 2021)

Take-away and fast foods sub-group

Tool allowance  
(last adjusted 1 September 2021)

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(d), (e) and (g), the ordinary hours of duty for all employees covered by this Award 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 in this Award, the ordinary hours of duty of employee 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 employee/s 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) 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.
- (d) Notwithstanding the working hours arrangements recorded in clause 15.1(a), an employer and the majority of employees concerned 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.
- (e) By arrangement between an employer, the relevant union/s and the majority of employees in the work section or sections concerned, ordinary hours not exceeding 12 on any day may be worked subject to:

- (i) the employer and the employees concerned being guided by the occupational health and safety provisions of the ACTU Code of Conduct on 12 hour shifts;
  - (ii) proper health monitoring procedures being introduced;
  - (iii) suitable roster arrangements being made; and
  - (iv) proper supervision being provided.
- (f) Employees are required to observe the nominated starting and finishing times for the work day, including designated breaks, to maximise available working time. Preparation for work and cleaning up of the employee's person shall be in the employee's time.
- (g) When an employer considers it necessary on account of tidal or flood waters, or to cater for the needs of industry, including safety vehicular traffic, concrete pours, asphalt laying and/or geographical factors such as seasonal climatic extremes, etc. to work employees outside the span of ordinary working hours, such work may be done outside the span of ordinary working hours without payment of overtime provided the ordinary number of working hours determined in any one day is not exceeded and work is performed only during daylight hours.
- (h) Upon the giving of 7 days notice or such shorter period as may be mutually agreed upon, the method of working the 38 hour week may be altered from time to time following negotiations between the employer and employees concerned utilising the provisions of clause 6.2.
- (i) Emergencies - The employer shall have the right to change any roster in emergency circumstances arising from causes outside of the employer's control which involve the possibility of physical danger to employees or plant.
- (j) Rostered day off
- (i) The employer is to allow employees access to at least one rostered day off in any work cycle unless the employer and employee otherwise agree.
  - (ii) 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.
  - (iii) 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.
- (k) Scheduled day off - where work is performed on other than a Monday to Friday basis
- (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(k)(i).
- (l) Arrangements different from those prescribed in clause 15.1 may be entered into by written agreement between a relevant union and an employer covered by this Award.

## **15.2 Spread of ordinary hours of duty - day workers**

- (a) The ordinary hours of work prescribed in clause 15.1 shall be worked continuously, except for meal breaks, between 0600 and 1800 Monday to Friday, inclusive.
- (b) The spread of hours prescribed in clause 15.2(a) may be altered as to all or a section of employees provided there is agreement between the employer and the majority of employees concerned.
- (c) Notwithstanding the terms of clause 15.2(b), where work is performed outside the hours of 0600 to 1800 it shall be paid at overtime rates and will be deemed to be part of the ordinary hours of duty.

## **15.3 Payment for working ordinary hours - day workers**

Subject to the provisions of clause 15.2(c), all ordinary hours of duty performed by a day worker within the ordinary spread of hours prescribed in clause 15.2 shall be paid for as follows:

- (a) Monday to Friday - ordinary time;
- (b) between 0000 and 2400 on a Saturday - time and one-half;
- (c) between 0000 and 2400 on a Sunday - double time; and
- (d) between 0000 and 2400 on a public holiday - at the rate prescribed in clause 23.1.

## **15.4 Shift work arrangements**

- (a) The ordinary working hours of a shift worker shall be worked continuously and average 38 hours per week, as prescribed in clause 15.1, inclusive of paid crib breaks.
- (b) Notwithstanding anything prescribed elsewhere in this Award, where the employer and the majority of employees concerned agree, a roster system may operate on the basis that the weekly average of 38 hours is achieved over a period which exceeds 28 consecutive days.
- (c) Except at the regular changeover of shifts an employee shall not be required to work more than one shift in each 24 hours.

## **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.
- (b) All ordinary hours of duty worked by a shift worker on a weekend or a public holiday will 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.

## **16. Meal breaks**

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

- (a) (i) Subject to clause 16.1(a)(ii) all day workers shall be entitled to an unpaid meal break of not less than 30 minutes to be taken between the fourth and sixth hour from their ordinary starting time each day.
- (ii) Between the fourth and sixth hour from starting time:
  - (A) the time of taking the scheduled meal break (covered in clause 17(c)) by one or more employees may be altered by an employer if it is necessary to do so in order to meet a requirement for continuity of operations; and
  - (B) an employer may stagger the time of taking a meal break (covered in clause 17(c)) to meet operational requirements.
- (b) Employees performing ordinary work in excess of 8 hours and up to 10 hours per day shall be entitled to an unpaid meal break of not less than 30 minutes and not more than 60 minutes to be taken at or about the fifth hour from the ordinary starting time each day.
- (c) Except as provided elsewhere in this Award, double time shall be paid for all work done during meal breaks and thereafter until a meal break is taken.
- (d) The duration of a meal break having been determined as the recognised meal break may be altered by either the mutual agreement between the employer and the employees or by the employer in the case of a situation requiring continuity of the work on the project or program.

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

Shift workers shall be allowed a paid 30 minute crib break to be taken in such a manner as not to interfere with the continuity of the work.

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

- (a) All employees shall be entitled to a rest pause of 10 minutes duration in the employer's time in the first and second half of the daily work.
- (b) Rest pauses may be taken in a manner which results in both rest pauses being combined into one rest period of 20 minutes per day.
- (c) All rest pauses shall be taken at such times as will not interfere with continuity of work where continuity is necessary, and may be staggered by the employer to meet operational requirements.

## **18. Overtime**

### **18.1 Overtime - general**

All overtime worked shall be recorded on time sheets and submitted as soon as practicable. Payment for any overtime worked shall, subject to such recording be claimed and adjusted as may be necessary, be made in the employee's next pay.

### **18.2 Payment for overtime**

- (a) All authorised time 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 at the rate of time and one-half for the first 3 hours and double time thereafter.

- (b) All authorised overtime performed by a day worker on a Saturday, rostered day off or the first or third scheduled day off shall be paid for at the rate of time and one-half for the first 3 hours and double time thereafter with a minimum of 3 hours' payment at overtime rates.
- (c) All authorised overtime performed by a day worker on a Sunday or the second or fourth scheduled day off shall be paid for at the rate of double time with a minimum of 3 hours' payment at overtime rates.
- (d) All authorised overtime performed by a shift worker shall be paid for at the rate of double time for all time worked.
- (e) All authorised overtime worked by an employee on a public holiday shall be paid at the rate prescribed in clause 23.1.

### **18.3 Call back or recall to duty**

- (a) Where an employee is recalled to perform duty after completion of their normal or prescribed hours or after completion of their rostered shift and having left the job site or on a rostered day off they shall be paid for a minimum of 4 hours' work at the appropriate overtime rate for each time they are so recalled.
- (b) Except in the case of unforeseen circumstances the employee shall 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. However, should the employee be called out again within that 4 hour period, no further minimum payment shall apply to that work which shall be separately paid for at appropriate overtime rates.
- (c) Clause 18.3(a) shall not apply in cases where it is customary for an employee to return to the job site out of hours to perform a specific task where standard overtime rates would apply.
- (d) Where an employee is called out and works between midnight and 0600 they shall be paid at the rate of double time for all time so worked up to the ordinary starting time Monday to Friday and up to 0700 Saturday, with a minimum payment as for 4 hours' work.

### **18.4 Transport cost following call back or recall to duty**

- (a) An employee employed on leaks or bursts, or other work of an urgent nature, when called out after hours shall be allowed not less than one hour's travelling time and all fares shall be paid by the employer.
- (b) An employee employed in repairing mains shall be allowed travelling time and all fares shall be paid by the employer.

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

- (a) An employee who works so much overtime between the termination of the employee's ordinary work on one day or shift and the commencement of ordinary work on the next day or shift such that the employee has not at least 10 consecutive hours off duty between these times shall be released after completion of such overtime until the employee has had 10 consecutive hours off duty without loss of pay for ordinary working time occurring during such absence.
- (b) An employee who works so much overtime or on Saturdays, Sundays and holidays, not being ordinary working days, or on a rostered day off, without having had 10 consecutive hours off duty in the 24 hours preceding the employee's ordinary commencing time on the employees' next ordinary day or shift shall be released after completion of such overtime until the employee has had 10 consecutive hours off duty without loss of pay for ordinary working time occurring during such absence.

- (c) If on the instructions of the employer such an employee resumes or continues work without having had 10 consecutive hours off duty, the employee shall be paid double rates until released from such duty for such period and be entitled to be absent until the employee has had 10 consecutive hours off duty without loss of pay for ordinary working time occurring during such absence.
- (d) Overtime worked in the circumstances specified in clause 18.3 shall not be regarded as overtime for the purposes of clause 18.5 where the actual time worked is less than 2 hours on such recall or on each of such recalls.
- (e) The provisions of clause 18.5 shall apply in the case of shift workers who rotate from one shift to another as if 8 hours were substituted for 10 hours when overtime is worked:
  - (i) for the purpose of changing shift rosters; or
  - (ii) where a shift worker does not report for duty; or
  - (iii) where a shift is worked by arrangement between the employees themselves.

## **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) 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 Annual shut down**

- (a) An employer may close down an enterprise for a period of at least 21 consecutive days and grant the balance of the annual leave due to an employee in one continuous period in accordance with a roster.
- (b) By agreement with the majority of employees concerned, an employer may close down an enterprise for a period of at least 14 consecutive days, including non-working days, and grant the balance of annual leave due to the employee/s by mutual arrangement.

### **19.3 Christmas/New Year closure**

- (a) Where their employing department, or part thereof, is compulsorily closed over the Christmas/New Year period, all affected employees shall have their annual leave entitlement debited (other than a **concessional day/s**) 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 19.3(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 19.3(a), an employer and an employee may agree that an employee may access any accrued rostered day/s off, or any other accumulated time off, during a compulsory Christmas closure period instead of having their annual leave entitlement debited.

## **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 23.4 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 payments 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 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.

### **23.3 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 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 plus a loading of 100% of the ordinary hourly rate.
- (c) For the purpose of clause 23.3(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 23.3 confers a right to any employee to payment for a public holiday as well as a substituted day in lieu.

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

- (a) An employee (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 23.4(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 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 23.4 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 shall 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 based employees**

- (a) Except as prescribed elsewhere in this Award, no fares or travelling time shall be paid to a depot based employee who is engaged on a full-time basis to work at a permanent depot or workshop owned or operated by the employer.
- (b)
  - (i) A depot based employee who, during the course of the working day, is required to work at a work site away from their permanent depot or workshop 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 \$0.88 per kilometre.

- (c) (i) Subject to clause 25.2(d), a depot based employee who is required by the employer to report to work at a work site which is more than 5km from their permanent depot shall be transported by the employer from the depot to the work site and return.
  - (ii) The actual time occupied in such travelling shall be paid for at ordinary rates.
  - (iii) 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 \$0.88 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 their permanent depot first. 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 permanent depot 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)(ii) and (iii).

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

- (a) The fares, allowances and/or travelling time provisions in clause 25.3 shall apply to radial based employees required to start and cease work at a designated work site 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 \$18.11 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 \$0.47 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 \$18.11 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 \$0.42 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. Transfer of employment location**

- (a) A depot based employee may be transferred from one permanent depot or workshop to another, but the duration of the transfer shall be expected to exceed 2 years or not be deemed to be a permanent transfer for the purposes of clause 25.2.
- (b) An employer may have more than one such permanent depot or workshop. However, a temporary or portable workshop, office, or garage erected at or near the site of a particular job, expected to be of a duration not exceeding 2 years and for use solely during the duration of that job, shall not be deemed to be a permanent depot or workshop for the purpose of clause 25.2.
- (c) A radial based employee must agree to a transfer for the purpose of clause 26.

## **27. Living away from home**

### **27.1 Distant work**

- (a) An employee required to travel to or to take up duty (including by transfer in accordance with clause 26) at 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 27.1(b), provided with reasonable board and accommodation or paid an allowance of \$456.15 per week (\$65.16 per day), which shall not be wages.
- (b) The allowance prescribed in clause 27.1(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. However, no employee shall be required to travel in their own time, without payment, for more than 4 hours in that 24 hour period.
- (d) On jobs lasting over two months and where the distant locality is more than 400 km, the employee shall be allowed 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.

### **27.2 Travelling allowances and accommodation - Weipa**

Notwithstanding any other provision in this Award:

- (a) An employee employed on construction work in the Weipa area, and who is required either by direction of the employer or by reason of the distance from their usual place of residence to reside in accommodation provided by the employer, shall be provided by the employer with

board and accommodation of a reasonably good and sufficient standard, free of charge and without deduction from the employee's wages.

- (b) (i) Except in the case of an employee who is normally resident in Weipa and whose first enquiry for employment was made in person at Weipa, the employer shall provide airfares to an employee engaged to, or directed to, work in Weipa.
- (ii) Upon termination of employment for other than serious misconduct, such employee shall be paid the equivalent of return airfares from Weipa to the point of engagement.
- (iii) Except in the case of an employee who leaves their employment for a legitimate compassionate reason, no employee shall be entitled to a return airfare unless they carry out their duties:
  - (A) to the completion of the work for which they are engaged; or
  - (B) for a period of at least 8 weeks,whichever is the lesser.

### **27.3 Camp allowance or accommodation**

- (a) Where for the performance of work it is necessary for an employee to live in a camp provided by the employer either:
  - (i) because there are no reasonable transport facilities to enable such employee to travel to and from their usual place of residence each day; or
  - (ii) because the employee is directed to live in such camp,the employee shall be paid a camping allowance of \$14.93 for each day (including Saturday and Sunday) they live in camp.
- (b) 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 a camping allowance for each of the normal working days.
- (c) An employee who returns home or is otherwise absent from camp for not more than two nights during such week but who is not absent from the job shall nevertheless be deemed to live in camp during the week and shall be entitled to the allowance for each of the normal working days.
- (d) 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, and 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.

### **27.4 Travelling arrangements from a camp or caravan to a work site**

Where an employee is obliged to reside in a camp or caravan 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 or caravan 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 or caravan and the principal Post Office in the nearest town in any of the situations described in clause 27.4(b) is to be paid at the employee's ordinary rate of pay.
- (d) Where transport between the camp or caravan 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 \$0.47 per kilometre travelled.
- (e) An employee using their own vehicle pursuant to clause 27.4(d) and who agrees to transport stores and/or other materials between the camp or caravan and the recognised centre, or vice versa, shall be paid travelling time at overtime rates.

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

### **28. 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) 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 employer.
- (d) Following consultation, the chief executive shall develop a learning and development strategy consistent with:
  - (i) the current and future needs of the employer;
  - (ii) the size, structure and nature of the operations of the employer; and
  - (iii) the need to develop vocational skills relevant to the employer 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.

### **28.1 The Australian Vocational Certificate and future contracts of training**

- (a) The parties to this Award welcome the introduction of comprehensive training and certification reforms under the banner of the Australian Vocational Certificate (AVC). This Award is designed to incorporate and anticipate those reforms. It envisages a situation where future new entrants to the civil construction industry, in all its branches, will be persons who have either completed appropriate AVC training or who are engaged in a structured defined and enforceable contract of training.
- (b) As part of the process of accommodating the AVC reforms, the parties to this Award will consider the introduction of a regime of AVC traineeships for the civil construction industry once the new structure is in place. The subject matter of negotiations will include the following:
  - (i) types and number of traineeships required by the industry;
  - (ii) the training requirements and nature of the contract of training to apply; and
  - (iii) the relationship between traineeships and the existing apprenticeship system.
- (c) The parties recognise that a number of important training initiatives have recently been undertaken in the industry. These include programs for plant operator training. To the extent possible, the parties intend to incorporate these initiatives in the structure provided in this Award.
- (d) Until negotiations are completed, this matter shall be regarded as "leave reserved".

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

### **29. Workplace health and safety**

- (a) Responsibility - employers shall at all times make available on site a copy or copies of the *Work Health and Safety Act 2011* and Regulations. Both employers and employees shall co-operate to promote a safe and healthy work environment and adopt safe work practices in accordance with the said legislation.
- (b) Accident and Sickness - If employees are injured seriously or fall seriously ill at their work, the employer shall provide means of getting them to the nearest hospital free of cost to the employee.
- (c) Work Safety - First aid kits shall be provided by the employer on all sites and maintained to a standard in accordance with the *Work Health and Safety Regulation 2011*.



- (d) Where necessary, and in accordance with the *Work Health and Safety Act 2011* and Regulations, personal protective equipment and clothing shall be provided to employees.
- (e) Clean-up - Appropriate cleaning materials/solvents shall be supplied for clean-up by employees engaged in dirty work or handling emulsions, etc.

### **30. Tools and equipment**

No tools or equipment shall be carried in any vehicle transporting employees unless they be in a compartment properly separated from the passengers or otherwise secured so as to prevent movement.

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

### **31. 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.

### **32. 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.

### **33. 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 employer/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.

### **34. 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 34(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 34(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 34 - 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

### Construction worker - CW1(a) (new entrant) to CW2

	Relativity to tradesperson %
CW1(a) - new entrant as defined	85
CW1(b) - after 3 months in the industry	88
CW2 - after 12 months in the industry	90

### Construction worker Level 3 (CW3) - relativity to tradesperson - 92.4%

A Construction worker Level 3 (CW3) works under general supervision. An employee at CW3 will:

- have successfully completed, in accordance with recognition of prior learning (RPL) principles, a construction skills test equivalent to 16 modules of structured training; or
- have successfully completed a relevant structured training program equivalent to 16 modules (inclusive of Australian Vocational Training System (AVTS) training).

#### *Skills and Duties*

- An employee at CW3 level performs work to the extent of their skills competence and training. Employees will acquire skills both formal and informal over time and with experience, and will undertake indicative tasks and duties within the scope of skills they possess.
- An employee at this level may be part of a self-directed work area team (WAT), and may be required to perform a range of duties.

An employee at this level:

- works from instructions and procedures;
- assists in the provision of on-the-job training to a limited degree;
- coordinates work in a team environment or works individually under general supervision;
- is responsible for assuring the quality of their own work; and
- has a qualification in first-aid.

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

- use precision measuring instruments;
- basic material handling functions;
- operate small plant and pneumatic machinery;
- inventory and store control;
- operate a range of hand tools and oxy welding equipment;
- has a knowledge of the construction process and understands the sequencing of construction functions; and
- is able to provide first-aid assistance to other employees.

The CW3 classification incorporates the following broadbanded Award classifications:

- assistant at premix asphalt batching and mixing plant
- bellperson
- bitumen, tar or asphalt worker
- camp attendant
- camping ground supervisor/ranger

- concrete worker
- cook's offsider (construction projects)
- crusher feeder on small stone crusher
- diamond drill - runners assistant
- driller (i/c of shift on water wells)
- driller (i/c shift sub-art bores)
- employee not otherwise classified
- excavation labourer (depth over 1.524m and less than 4.572m) sinking trial holes and/or shafts and/or trenches including foundations for bridges culverts or other structures
- gardener
- gardener's labourer
- gully cleaner
- head driller (i/c shift sub-art bores) up to 600m
- head driller (water wells)
- labourer
- land reclamation etc concrete worker
- land reclamation etc wall builder (panel 1.8m)
- maintenance person
- market attendant
- mobile concrete pump line hand
- nightsweepers and night flusher
- other kitchen employee (construction projects)
- operator of dumpy wagon
- operator using hand held power or compressed air driven tool (such as bitumen tar or emulsion sprayer, boring machine, jackhammer, pavement breaker and clay spade, pavement cutter and grinder, rammer and tamper, saw and mower, knapsack type vermin or herbicide sprayer)
- rat and vermin destroyer
- road line marker operator
- sanitary labourer
- scavengers and flusher
- sewerage maintenance person
- spaller
- steel fixer and/or bender
- surveyors' chainman grade II
- surveyors' cooks
- surveyors' labourer
- tool sharpener
- top pile driving top person
- traffic counter/estimator
- treelopper
- urinal cleaner
- watchperson (excluding Railways)
- yardperson

An employee at this level may be undergoing training so as to qualify as a Construction Worker Level 4. Where possible, an employee at Levels 1, 2 and 3 shall be provided with access to accredited structured training approved by the relevant Industry Skills Council.

#### **Construction Worker Level 4 (CW4) - relativity to tradesperson - 96%**

A Construction Worker Level 4 (CW4) works under limited supervision. An employee at CW4 will:

- have completed in accordance with RPL principles a construction skills test equivalent to 20 modules of structured training; or

- have completed relevant structured training equivalent to 20 modules (inclusive of AVTS training).

*Skills and Duties*

- An employee at this level performs work to the extent of their skills competence and training. Employees will acquire skills both formal and informal over time and with experience, and will undertake indicative tasks and duties within the scope of skills they possess.
- An employee at this level may be part of a self-directed WAT and may be responsible for the supervision of one or more employees working at the CW1, CW2 or CW3 level.

An employee at this level:

- can interpret plans and drawings relevant to the employees' functions;
- assists with the provision of on-the-job training;
- assumes responsibility for allocating tasks within a WAT within the area of the employee's skill competence and training;
- has some responsibility for the order and purchase of materials within defined parameters;
- is able to sequence functions relevant to the employee's WAT; and
- applies quality control techniques to the employees' own work and other employees within the WAT.

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

- calculate safe loads and stress factors;
- measure accurately using specialised equipment;
- non-trades maintenance of relevant plant machinery and equipment; and
- anticipate and plan for constant changes to the work environment.

The CW4 classification incorporates the following broadbanded Award classifications:

- trainee soil tester
- assistant scaffolder
- bridge labourer (skilled)
- bridge painter and tarrer
- cook (construction projects)
- concrete finisher
- crusher feeder (by stone)
- drivers tender
- employee engaged on mosquito eradication
- form setters assistant
- gardener on bedding grafting and propagating
- gearman or derickman
- head driller (sub-art bores) over 600m
- hoist and winch driver
- liner-up
- mechanical equipment assistant service person
- operator of any motor powered floating plant (including a barge, punt, pontoon, or boat)
- operator of concrete vibrator or vibrating screed
- operator of ride on steel wheeled roller less than 2,000cc
- operator of rubber tyre wagon drill having piston diameter of not less than 50mm or more than 115mm
- operator of skid-steer loader less than 2,000cc
- operator of tifer machine
- operator of track mounted rifle bar-rotation, 101mm to 139mm diameter piston drill

- operator on ride-on mower/tractor fitted with manufacturers attachment/s (less than 2000cc)
- operator using power driven machine (such as guniting machine, sand blaster, concrete pump or pressure grouter, motor mower "rideon" self propelled type up to 12 hp, pavement cutting or grinding machine, kerb and channel making machine, concrete mixer (over .099 cubic metres), self propelled vibrating roller)
- pipe layer, caulker and joiner
- powder monkey
- powder person
- pump attendant (35mm diameter outlet and over)
- refuse tip supervisor
- scaffolder (licensed)
- setter-up
- sheet pile machine driver
- sprayer - bitumen, tar, emulsion
- steel fixer and/or bender working from sketch, plan or blue-print
- store attendant
- surveyors' chainman grade 1
- topperson (pile frame)
- traffic controller - construction site
- wall builder and/or stone pitcher

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

#### **Construction Worker Level 5 (CW5) - Relativity to tradesperson - 100%**

A Construction Worker Level 5 (CW5) works individually or in a team environment. An employee at CW5 will:

- have successfully completed a relevant trade apprenticeship or its AVTS equivalent; or
- have successfully completed, in accordance with RPL principles, a construction skills test for this level; or
- have successfully completed a total of 24 modules of structured training (inclusive of AVTS training),

any one of which shall qualify the employee as a Construction Worker Level 5.

#### *Skills and Duties*

- An employee at this level performs work to the extent of their skills, competence and training. Employees will acquire skills both formal and informal over time and with experience, and will undertake indicative tasks and duties within the scope of skills they possess.
- An employee at this level may be responsible for the supervision of one or more employees working at the CW1, CW2, CW3 or CW4 level.

An employee at this level:

- understands and applies quality control techniques;
- exercises good interpersonal and communication skills;
- exercises measuring and calculation skills at a higher level than CW4;
- exercises discretion within the scope of this grade;
- performs work of a trades or non-trades nature which is incidental or peripheral to the employee's main function and facilitates the completion of the whole task;
- is able to inspect products and/or materials for conformity with established operational standards; and
- assists in the provision of on-the-job training.

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

- allocate functions within a work area team;
- production sequencing and materials handling of a level more advanced than CW4;
- trade skills associated with certificated trades within the scope of this Award;
- have a sound understanding of the construction process, and
- operate and maintain plant, machinery and equipment.

The CW5 classification incorporates the following broadbanded Award classifications:

- bridge carpenter
- chief cook (construction projects)
- crawler tractor without powered attachment/s up to 4,536kg shipping weight
- crawler tractor with powered attachment/s up to 2,721kg shipping weight
- diamond drill runner
- dogperson (licensed)
- dredge operator
- driver of motor vehicle up to 6.09 tonnes
- forklift driver
- form framer and/or setter
- ganger class B - water supply - construction or maintenance and on surface sewerage construction
- hydraulic mobile platform
- land reclamation etc stone pitcher
- landscape gardener
- licensed drainer
- miner
- mobile concrete pump operator
- operator of articulated skid-steer loader 2,000cc and over
- operator of automotive ride-on type linemarker
- operator of batching plant
- operator of concrete mixing/dumping units (eg Mosquito 06)
- operator of pile driving machine
- operator of pneumatic tyred tractor without powered attachment/s up to 70Kw brake power
- operator of pneumatic tyred tractor with powered attachment/s up to 35Kw brake power
- operator of powered road roller up to 8 tonne
- operator of powered vibrating road roller up to 4 tonne
- operator of premix asphalt batching and mixing plant
- operator of self propelled ride-on mower over 12hp
- operator of skid-steer loader 2,000cc and over
- operator of track mounted independent rotation 101mm-139mm diameter piston drill
- operator of truck, track or wheel mounted down hole hammer or rotary earth (auger type) drill
- rigger (licensed)
- splicer (licensed)
- surveyor's instrument hand
- timberperson
- tunneller - 2

An employee at this level may be undergoing training so as to qualify as a Construction Worker Level 6.



## **Construction Worker Level 6 (CW6) - Relativity to tradesperson - 105%**

A Construction Worker Level 6 (CW6) will:

- have successfully completed an additional 3 modules of relevant structured training in addition to the requirements of CW5; or
- have successfully completed, in accordance with RPL principles, a construction skills test equivalent to the requirements of 27 modules of relevant structured training,

either of which shall qualify the employee as a Construction Worker Level 6.

### *Skills and Duties*

- An employee at this level performs work to the extent of their skills competence and training. Employees will acquire skills both formal and informal over time and with experience, and will undertake indicative tasks and duties within the scope of skills they possess.
- An employee at this level may be part of a self-directed WAT, and may be required to perform a range of duties.

An employee at this level:

- exercises skills attained through satisfactory completion of the training prescribed for this classification;
- exercises discretion within the scope of this grade;
- works under limited supervision either individually or in a team environment;
- understands and implements quality control techniques;
- provides guidance and assistance as part of a work team; and
- exercises advanced trades and non-trade skills relevant to the specific requirements of the industry or enterprise at a higher level than CW5.

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

- exercise precision trade and non-trade skills using various materials and specialised techniques at a higher level than CW5;
- operate, and maintain plant, machinery and equipment; and
- is able to plan construction sequencing.

The CW6 classification incorporates the following broadbanded Award classifications:

- backhoe operator
- diver
- driver of mobile crane up to 15 tonne
- foreman pile driver
- ganger class A - water supply/shift boss
- ganger: work other than water supply etc. - in charge of more than 10 employees
- mechanical equipment servicemen
- operator of crawler tractor without powered attachment/s over 4,536kg shipping weight
- operator of crawler tractor with powered attachment/s over 2,271kg and up to 18,144kg shipping weight
- operator of excavator up to .5 cubic metre capacity operator of front-end or overhead loader up to 2.25 cubic metres
- operator of grader up to 35Kw brake power
- operator of pneumatic tyred powered road roller over 8 tonne
- operator of pneumatic tyred tractor without powered attachment/s over 70 and up to 150 Kw brake power

- operator of pneumatic tyred tractor with powered attachment/s over 35 and up to 110 Kw brake power
- operator of powered vibrating road roller over 4 tonne
- operator of scraper loader under 10 cubic metres struck capacity
- senior chainman grade 11
- soil tester
- tunneller - 1

An employee at this level may be undergoing training so as to qualify as a Construction Worker Level 7.

### **Construction Worker Level 7 (CW7) - Relativity to tradesperson - 110%**

A Construction Worker Level 7 (CW7) will:

- have successfully completed an additional 3 modules of relevant structured training in addition to the requirements of CW6; or
- have successfully completed, in accordance with RPL principles, a skills test equivalent to the requirements of 30 modules of relevant structured training,

either of which shall qualify the employee for a Construction Worker Level 7.

#### *Skills and Duties*

- An employee at this level performs work to the extent of their skills competence and training. Employees will acquire skills both formal and informal over time and with experience, and will undertake indicative tasks and duties within the scope of skills they possess.
- An employee at this level may be part of a self-directed WAT, and may be required to perform a range of duties.

An employee at this level:

- exercises skills attained through satisfactory completion of the training prescribed for this classification;
- exercises discretion within the scope of this grade;
- provides trades guidance and assistance as part of a work team;
- assists in the provision of training in conjunction with supervisors and trainers;
- understands and implements quality control techniques; and
- works under limited supervision either individually or in a team environment.

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

- exercise precision trade and/or operative skills using various materials and specialised techniques at a higher level than CW6;
- operate and maintain complex plant, machinery and equipment; and
- is able to plan complex construction sequencing.

The CW7 classification incorporates the following broadbanded Award classifications:

- mobile crane driver 15-100 tonnes
- operator of crawler tractor with powered attachment/s over 18,144kg shipping weight
- operator of excavator over .5 cubic metres
- operator of front-end or overhead loader over 2.25 cubic metres
- operator of grader over 35 Kw brake power
- operator of pneumatic tyred tractor with powered attachment/s over 110 Kw brake power

- operator of scraper loader over 10 cubic metres struck capacity
- side boom /pipelayer up to 220kw (295hp)

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

### **Construction Worker Level 8 (CW8) - Relativity to tradesperson - 115%**

A Construction Worker Level 8 (CW8) will:

- have successfully completed an additional 3 modules of relevant structured training in addition to the requirements of CW7; or
- have successfully completed, in accordance with RPL principles, a construction skills test equivalent to the requirements of 33 modules of relevant structured training,

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

#### *Skills and Duties*

- An employee at this level performs work to the extent of their skills competence and training. Employees will acquire skills both formal and informal over time and with experience, and will undertake indicative tasks and duties within the scope of skills they possess.
- An employee at this level may be part of a self-directed WAT, and may be required to perform a range of duties across the 2 skill streams contained within this Award.

An employee at this level:

- exercises skills attained through satisfactory completion of the training prescribed for this classification;
- exercises discretion within the scope of this level;
- provides trades guidance and assistance as part of a work team;
- provides training in conjunction with supervisors and trainers; and
- works under limited supervision either individually or in a team environment.

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

- operate plant, machinery and equipment at a higher level of skill than CW7;
- exercise high precision trade and/or operative skills using various materials and specialised techniques at a higher level than CW7
- implement quality control techniques; and
- plan complex construction sequencing;

The CW8 classification incorporates the following broadbanded Award classifications:

- operator of grader - final trim
- side boom/pipe layer over 220 kw (295HP)

An employee at this level may be undergoing training so as to qualify as a Construction Worker Level 9.

### **Construction Worker Level 9 (CW9) - Relativity to tradesperson - 120%**

A Construction Worker Level 9 (CW9) will:

- have successfully completed an additional 1.5 modules of relevant structured training in addition to the requirements of CW8; or

- have successfully completed, in accordance with RPL principles, a construction skills test equivalent to the requirements of 34.5 modules of relevant structured training,

either of which shall qualify the employee for a Construction Worker Level 9.

*Skills and Duties*

- An employee at this level performs work to the extent of their skills competence and training. Employees will acquire skills both formal and informal over time and with experience, and will undertake indicative tasks and duties within the scope of skills they possess.
- An employee at this level may be part of a self-directed WAT, and may be required to perform a range of duties.

An employee at this level:

- exercises skills attained through satisfactory completion of the training prescribed for this classification;
- exercises discretion within the scope of this grade;
- provides training in conjunction with supervisors and trainers;
- understands and applies quality control techniques;
- prepares complex reports;
- contributes to the design of work, and the application of labour; and
- assists in the supervision or organisation of work area teams.

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

- work on plant, machinery and equipment at a higher level of skill than CW8;
- exercise high precision trade and/or operative skills using various materials and specialised techniques at a higher level than CW8;
- implement quality control techniques; and
- plan complex construction sequencing.

The CW9 classification incorporates the following broadbanded Award classifications:

- lofty and tower crane driver
- supervisor grade 1

An employee at this level may be undergoing training so as to qualify as a Construction Worker Level 10.

**Construction Worker Level 10 (CW10) - Relativity to tradesperson - 125%**

A Construction Worker Level 10 (CW10) will:

- have successfully completed an additional 1.5 modules of relevant structured training in addition to the requirements of CW9; or
- have successfully completed, in accordance with RPL principles, a construction skills test equivalent to the requirements of 36 modules of relevant structured training,

either of which shall qualify the employee for a Construction Worker Level 10.

*Skills and Duties*

- An employee at this level performs work to the extent of their skills competence and training. Employees will acquire skills both formal and informal over time and with experience, and will undertake indicative tasks and duties within the scope of skills they possess.
- An employee at this level may be part of a self-directed WAT, and may be required to perform a range of duties.

An employee at this level:

- exercises skills attained through satisfactory completion of the training prescribed for this classification;
- exercises discretion within the scope of this level;
- designs training programs in conjunction with relevant supervisors and trainers;
- understands and applies quality control techniques;
- prepares complex reports; and
- contributes to the design of work, and the application of labour.

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

- work on plant, machinery and equipment at a higher level of skill than CW9;
- exercise high precision trade and/or operative skills using various materials and specialised techniques at a higher level than CW9;
- implement quality control techniques; and
- plan complex construction sequencing.

Construction Worker level 10 (CW10) is the commencing level of leadership progression within the particular band.

**Construction Worker Level 11 (CW11) - Relativity to tradesperson - 130%**

A Construction Worker Level 11 (CW11) will:

- have successfully completed an additional 9 units of relevant structured training relevant to the requirements of CW10; or
- have successfully completed all the required training to attain a full qualification if the qualification is not already completed,

either of which will qualify them for appointment as a Construction Worker Level 11.

*Skills and Duties*

- An employee at this level performs work to the extent of their skills competence and training. Employees will acquire skills both formal and informal over time and with experience, and will undertake indicative tasks and duties within the scope of skills they possess.
- An employee at this level may lead or be a part of a self-directed WAT, and may be required to perform a range of duties.

An employee at this level:

- exercises skills attained through satisfactory completion of the training prescribed for this classification;
- exercises discretion within the scope of this level;
- designs training programs in conjunction with relevant supervisors and trainers;
- understands and applies quality control techniques;
- prepares complex reports; and
- contributes to the design of work, and the application of labour.

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

- supervise plant, machinery and equipment operations at a higher level of skill than CW10;
- exercise high precision trade and/or operative skills using various materials and specialised techniques at a higher level than CW10;
- implement quality control techniques; and
- plan complex construction sequencing.

### **Construction Worker Level 12 (CW12) - Relativity to tradesperson - 135%**

A Construction Worker Level 12 (CW12) will:

- have successfully completed an additional 6 units of relevant structured training relevant to the requirements of CW 11, which will qualify them for appointment as a Construction Worker Level 12.

#### *Skills and Duties*

- An employee at this level performs work to the extent of their skills competence and training. Employees will acquire skills both formal and informal over time and with experience, and will undertake indicative tasks and duties within the scope of skills they possess.
- An employee at this level may lead or be a part of a self-directed WAT, and may be required to perform a range of duties.

An employee at this level:

- exercise skills attained through satisfactory completion of the training prescribed for this classification;
- exercises discretion within the scope of this level;
- designs training programs in conjunction with relevant supervisors and trainers;
- understands and applies quality control techniques;
- prepares complex reports; and
- contribute to the design of work, and supervises the application of labour.

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

- supervise plant, machinery and equipment operations at a higher level of skill than CW11;
- exercise high precision trade and/or operative skills using various materials and specialised techniques at a higher level than CW11;
- implement quality control techniques; and
- plan complex construction sequencing.

### **Construction Worker Level 13 (CW13) - Relativity to tradesperson - 140%**

A Construction Worker Level 13 (CW13) will:

- have successfully completed an additional 9 units of relevant structured training relevant to the requirements of CW 12, which will qualify them for appointment as a Construction Worker Level 13.

#### *Skills and Duties*

An employee at this level:

- exercises skills attained through satisfactory completion of the training prescribed for this classification;
- exercises discretion within the scope of this level;
- designs training programs in conjunction with relevant supervisors and trainers;
- understands and applies quality control techniques;
- prepares complex reports utilising a range of reporting tools;
- contributes to the design of work, and supervises the application of labour.

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

- supervise multiple plant, machinery and equipment operations at a higher level of skill than CW12;
- exercise high precision trade and/or operative skills using various materials and specialised techniques at a higher level than CW12;
- implement quality control techniques; and
- plan complex construction sequencing.

### **Construction Worker Level 14 (CW14) - Relativity to tradesperson - 145%**

A Construction Worker Level 14 (CW14) will hold all the relevant requirements of CW13 which will qualify them for appointment as a Construction Worker Level 14.

#### *Skills and Duties*

An employee at this level:

- exercises skills attained through satisfactory completion of the training prescribed for this classification;
- exercises discretion within the scope of this level;
- delegates responsibility for the completion of tasks within the scope of work
- designs training programs in conjunction with relevant supervisors and trainers;
- understands and applies quality control techniques;
- prepares complex reports utilising a range of reporting tools;
- contributes to the design of work, and supervises the application of labour.

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

- project manage plant, machinery and equipment operations at a higher level of skill than CW13;
- exercise high precision trade and/or operative skills using various materials and specialised techniques at a higher level than CW13;
- implement quality control techniques; and
- coordinate multiple complex construction sequences.

## Schedule 2 - Owner Driver Motor Vehicle Hire Rates

### PART A - Tip and non-tip trucks

Owner drivers using their own motor vehicles shall in addition to the rates prescribed in clause 12.3 of this Award be paid a hire rate to compensate for the fixed and operational costs of the vehicle in accordance with the rates set out hereunder:

#### Tip trucks

Tonnes	Column 1 Weekly Rate \$	Column 2 Km Rate c	Column 3 Work Kilometres
Up to and including 2 tonne	370.95	-	-
Exceeding 2 t/up to 3 tonne	397.03	-	-
Exceeding 3 t/up to 4 tonne	444.13	-	-
Exceeding 4 t/up to 5 tonne	542.16	-	-
Exceeding 5 t/up to 6 tonne	619.86	-	-
Exceeding 6 t/up to 7 tonne	681.71	-	-
Exceeding 7 t/up to 8 tonne	749.55	-	-
Exceeding 8 t/up to 9 tonne	794.19	-	-
Exceeding 9 t/up to 10 tonne	839.28	-	-
Exceeding 10 t/up to 11 tonne	1,026.19	60.5	600
Exceeding 11 t/up to 12 tonne	1,109.56	63.9	600
Exceeding 12 t/up to 13 tonne	1,196.33	68.0	600
Exceeding 13 t/up to 14 tonne	1,294.16	73.7	600
Exceeding 14 t/up to 15 tonne	1,405.64	80.1	600
Exceeding 15 t/up to 16 tonne	1,433.67	83.5	600
Exceeding 16 t/up to 17 tonne	1,461.71	87.0	600
Exceeding 17 t/up to 18 tonne	1,485.42	91.9	600
Exceeding 18 t/up to 19 tonne	1,513.38	95.4	600
Exceeding 19 t/up to 20 tonne	1,578.50	98.3	600
Exceeding 20 t/up to 21 tonne	1,659.79	102.3	600
Exceeding 21 t/up to 22 tonne	1,741.57	105.8	600
Exceeding 22 t/up to 23 tonne	1,823.70	109.8	600
Exceeding 23 t/up to 24 tonne	1,892.24	113.9	600
Exceeding 24 t/up to 25 tonne	1,961.35	117.9	600

#### Non-tip trucks

Tonnes	Column 4 Weekly Rate \$	Column 5 Km Rate c	Column 6 Work Kilometres
Up to and including 1 tonne	289.63	-	-
Exceeding 1 t/up to 2 tonne	328.29	-	-
Exceeding 2 t/up to 3 tonne	367.18	-	-
Exceeding 3 t/up to 4 tonne	404.66	-	-
Exceeding 4 t/up to 5 tonne	491.73	-	-
Exceeding 5 t/up to 6 tonne	554.08	-	-
Exceeding 6 t/up to 7 tonne	617.01	-	-
Exceeding 7 t/up to 8 tonne	682.77	-	-
Exceeding 8 t/up to 9 tonne	741.47	-	-
Exceeding 9 t/up to 10 tonne	785.43	-	-
Exceeding 10 t/up to 11 tonne	963.13	60.5	600
Exceeding 11 t/up to 12 tonne	1,049.23	63.9	600
Exceeding 12 t/up to 13 tonne	1,138.63	68.0	600
Exceeding 13 t/up to 14 tonne	1,239.15	73.7	600



<b>Tonnes</b>	<b>Column 4 Weekly Rate \$</b>	<b>Column 5 Km Rate c</b>	<b>Column 6 Work Kilometres</b>
Exceeding 14 t/up to 15 tonne	1,318.72	80.1	600
Exceeding 15 t/up to 16 tonne	1,347.40	83.5	600
Exceeding 16 t/up to 17 tonne	1,376.09	87.0	600
Exceeding 17 t/up to 18 tonne	1,407.62	91.9	600
Exceeding 18 t/up to 19 tonne	1,436.37	95.4	600
Exceeding 19 t/up to 20 tonne	1,486.20	98.3	600
Exceeding 20 t/up to 21 tonne	1,539.00	102.3	600
Exceeding 21 t/up to 22 tonne	1,603.19	105.8	600
Exceeding 22 t/up to 23 tonne	1,667.76	109.8	600
Exceeding 23 t/up to 24 tonne	1,732.91	113.9	600
Exceeding 24 t/up to 25 tonne	1,798.57	117.9	600

Notes:

Column 1 and Column 4 prescribe the basic fixed and operational costs to be reimbursed for tip trucks and non-tip trucks respectively. These rates include a component for travelling to and from the recognised starting point.

Column 2 and Column 5 prescribe the kilometre rate for vehicles in excess of 10 tonnes for any working distance in excess of the kilometres shown in Columns 3 and 6 for each period of ordinary weekly hours.

Columns 3 and 6 prescribe the minimum number of working kilometres which must be performed before the excess kilometre rate as shown in Columns 2 and 5 applies.

The hire rate to be paid shall be in accordance with the payload capacity of the vehicle which is determined by subtracting the tare mass from the gross vehicle mass registered under the *Transport Operations (Road Use Management - Vehicle Registration) Regulation 2010* and as indicated on the vehicle's registration certificate.

**PART B - Part days or weeks**

For any periods of more or less than the ordinary weekly hours and/or days of work prescribed elsewhere in this Award, a *pro rata* adjustment to the basic weekly rates as shown in Column 1 and Column 4 shall be made before calculating any additional kilometric payment.

The truck hire rate shall be calculated in accordance with the following formula:

$$\text{THR} = \{[\text{WR} - (700 \times \text{S})] \text{H}/\text{Z}\} + [20 \times \text{P} \times \text{S}] + [\text{S}(600 \times \text{H}/\text{Z})] + [\text{Y} \text{ (only if +ve, otherwise ignore)}]$$

Where:

$$\text{Y} = [\text{D} - (600 \times \text{H}/\text{Z})] \times \text{S}$$

and where:

- THR: is the truck hire rate.
- WR: is the weekly rate (\$) (Column 1 or Column 4).
- S: is the kilometre rate (\$) (Column 2 or Column 5).
- H: is the actual time worked expressed in hours or part thereof.
- Z: is the ordinary weekly hours for a normal working week.
- P: is the number of days on which work is performed in the period.
- D: is the actual number of working kilometres performed during the hire period.

**PART C - Hydraulic crane hire**

Owner drivers whose vehicle is fitted with a hydraulic crane shall be paid an additional hire rate component on days when the vehicle is engaged to perform work which requires the use of the crane, as follows:

<b>Crane capacity</b>	<b>Rate Per Day \$</b>	<b>Recommended Truck Size</b>
Up to 1 tonne metre	7.59	Up to 2-3 tonne
Over 1 tonne metre but less than or equal to 2 tonne metre	9.36	3-4 t to 5-6 t
Over 2 tonne metre but less than or equal to 3 tonne metre	15.46	6-7 t to 7-8 t
Over 3 tonne metre but less than or equal to 4 tonne metre	17.50	8-9 t to 10-11 t
Over 4 tonne metre	19.53	11-12 t and above

The hire rate component payable shall be determined by the crane capacity except where a crane is fitted which exceeds the legally recommended capacity for that vehicle. In such instances, the hire rate to be paid shall be the rate applicable to the maximum crane capacity recommended for that vehicle.

At times when the crane is not in use the vehicle weekly hire rate will be paid at the appropriate rate as specified in Part A of this Schedule calculated at the registered Gross Vehicle Mass less Vehicle Tare.

**PART D - Water tank and pump hire**

When at the request or direction of the employer, an owner truck driver uses the employee's own water tank or the employee's own water tank and pump on the job, the employer shall pay the owner driver an additional \$4.55 per hour for each hour that the owner driver's tank or the employee's own water tank and pump are in use on the job.

### **Schedule 3 - Directives Which Apply to Employees Covered by this Award**

#### **Directives referenced in the body of the Award and which apply by operation of the Directive itself**

- Court attendance and jury service
- Early retirement, redundancy and retrenchment
- Long service leave
- Paid parental leave
- Recreation leave
- Sick leave
- Special leave (insofar as it relates to bereavement leave)

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