

QUEENSLAND INDUSTRIAL RELATIONS COMMISSION

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

**CIVIL CONSTRUCTION, OPERATIONS AND  
MAINTENANCE GENERAL AWARD - STATE 2016**

**Matter No. MA/2016/24**

DEPUTY PRESIDENT O'CONNOR  
DEPUTY PRESIDENT SWAN  
INDUSTRIAL COMMISSIONER THOMPSON

5 December 2016

**DETERMINATION**

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

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

**1. Title**

This Award is known as the *Civil Construction, Operations and Maintenance General Award - State 2016*.

2. In clause 3:

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

**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

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

**Commission** means the Queensland Industrial Relations Commission

- (c) By deleting the definition of "construction, reconstruction, alteration, repair and/or maintenance work" and inserting the following in lieu thereof:

**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

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

**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

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

**scheduled day off** means:

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

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

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

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

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

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

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

- (c) Any proposed genuine agreement reached between an employer and employees in an enterprise is contingent upon the agreement being submitted to the Commission in accordance with Chapter 6 of the Act and is to have no force or effect until approval is given.

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

**6.2 Procedures to implement facilitative award provisions**

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

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

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

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

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

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

- (ii) if the matter is not resolved as per clause 7.1(d)(i), it shall be referred by the union representative and/or the employee/s to the appropriate management representative who shall arrange a conference of the relevant parties to discuss the matter. This process should not extend beyond 7 days;

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

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

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

- (e) Nothing contained in this procedure shall prevent a union or the employer from intervening in respect of matters in dispute should such action be considered conducive to achieving resolution.

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

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

- (a) The objectives of the procedure are to promote the prompt resolution of grievances by consultation, co-operation and discussion to reduce the level of disputation and to promote efficiency, effectiveness and equity in the workplace.

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

Stage 1: In the first instance the employee shall inform such employee's immediate supervisor of the existence of the grievance and they shall attempt to solve the grievance. It is recognised that an employee may exercise the right to consult such employee's union representative during the course of Stage 1.

Stage 2: If the grievance remains unresolved, the employee shall refer the grievance to the next in line management ("the manager"). The manager will consult with the relevant parties. The employee may exercise the right to consult or be represented by such employee's union representative during the course of Stage 2.

Stage 3: If the grievance is still unresolved, the manager will advise the chief executive and the aggrieved employee may submit the matter in writing to the chief executive if such employee wishes to pursue the matter further. If desired by either party the matter shall also be notified to the relevant union.

- (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.

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- (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.

11. By deleting clause 8.1 and inserting the following in lieu thereof:

**8.1 Full-time employment**

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

12. By deleting clause 8.2(a)(i) and inserting the following in lieu thereof:

- (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

13. By deleting clause 8.2(b) and inserting the following in lieu thereof:

- (b) For each ordinary hour worked a part-time employee shall be paid no less than 1/76th of the minimum fortnightly rate of pay for their classification.

14. By deleting clause 8.3(a)(ii) and inserting the following in lieu thereof:

- (ii) A casual employee cannot be employed to work more ordinary hours than are worked by an equivalent full-time employee each week or fortnight, as the case may be.

15. By deleting clause 8.3(c) and inserting the following in lieu thereof:

- (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%.

16. By deleting clause 9.1 and inserting the following in lieu thereof:

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**9.1 Notice of termination by the employer**

Notice of termination by the employer is provided for in Division 9 of the QES. Clauses 9.2 to 9.5 supplement the QES provisions.

17. By deleting clause 9.2 and inserting the following in lieu thereof:

**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 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.

18. By deleting clause 9.4 and inserting the following in lieu thereof:

**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.

19. By deleting clause 9.5 and inserting the following in lieu thereof:

**9.5 Statement of employment**

The 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.

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

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

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

**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

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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.

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

- (a) Where a business is, whether before or after the date of commencement of this Award, transmitted from the employer (transmittor) to another employer (transmittee) and an employee who at the time of such transmission was an employee of the transmittor of the business becomes an employee of the transmittee:

- (i) the continuity of the employment of the employee shall be deemed not to have been broken by reason of such transmission; and
- (ii) the period of employment which the employee has had with the transmittor or any prior transmittor shall be deemed to be service of the employee with the transmittee.

23. By deleting the introductory sentence in clause 10.7 clause as well as clause 10.7(a) and inserting the following in lieu thereof:

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

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

**10.8 Alternative employment**

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

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

**10.9 Employees exempted**

Clauses 10.1 to 10.8 shall not apply:

- (a) where employment is terminated as a consequence of misconduct on the part of the employee; or
- (b) to an employee engaged for a specific period or task/s; or
- (c) to a casual employee; or
- (d) to an employee with less than one year's continuous service, in which case the general obligation on the employer should be no more than to give the relevant employee an indication of the impending redundancy at the first reasonable opportunity and to take such steps as may be reasonable to facilitate the obtaining by the employee of suitable alternative employment.

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

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- (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.

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

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

- (a) The employer shall consult the employees affected and, where relevant, their union/s about the introduction of the changes, the effects the changes are likely to have on employees (including the number and categories of employees likely to be dismissed, and the time when, or the period over which, the employer intends to carry out the dismissals) and ways to avoid or minimise the effects of the changes (e.g. by finding alternate employment).
- (b) The consultation must occur as soon as practicable after making the decision referred to in clause 11.1.
- (c) For the purpose of such consultation the employer shall provide in writing to the employees concerned and, where relevant, their union/s, all relevant information about the changes including the nature of the changes proposed, the expected effects of the changes on employees, and any other matters likely to affect employees.
- (d) Notwithstanding the provision of clause 11.2(c) the employer shall not be required to disclose confidential information, the disclosure of which would be adverse to the employer's interests.

28. By deleting clause 12.1 and inserting the following in lieu thereof:

**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).

29. By deleting clause 12.2 and inserting the following in lieu thereof:

**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.

30. By deleting the introductory words above the table in clause 12.3(b) and inserting the following in lieu thereof:

- (b) Wage rates - employees aged 18 years or older shall be paid not less than the fortnightly wage rates prescribed below:

31. By deleting clause 13.4(b) and inserting the following in lieu thereof:

- (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).

32. By deleting clauses 13.15(a), (b) and (c) and inserting the following in lieu thereof:

- (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

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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 \$12.85 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 \$12.85 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.

- 33. By deleting the words "owner-driver" or "owner-drivers" and replacing with "owner driver" or "owner drivers" wherever these words appear in clause 13.16 and in Schedule 2.

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

**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.

- 35. By deleting clauses 13.23(b) and (c) and inserting the following in lieu thereof:

- (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.

- 36. By deleting clause 13.24 and inserting the following in lieu thereof:

**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



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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	5.02	1.03
30-60m	6.35	1.34
60-90m	7.58	1.54
90-120m	12.39	2.56

- (b) A tenderer when working off a swing scaffold shall receive an additional \$0.20 per hour whilst so engaged.
- (c) An apprentice with less than two years' experience shall not use a swing scaffold or bosun's chair.

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

**13.28 Wet places**

- (a) An employee working in wet places shall be paid an additional \$5.43 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).

38. By deleting clause 13.29 and inserting the following in lieu thereof:

**13.29 Wet weather - stand down**

Subject to the stand down provisions contained within section 98 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.

39. By deleting clause 13.30 and inserting the following in lieu thereof:

**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 \$2.03 per hour, with a minimum payment of \$4.06 (i.e. 2 hours).
- (b) This allowance is payable in lieu of that prescribed in clause 13.28 (wet places).

40. By deleting clause 13.31 and inserting the following in lieu thereof:

**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

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

41. By deleting clause 14(b) and inserting the following in lieu thereof:

- (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.

42. By deleting clauses 15.1(j)(ii) and (iii) and inserting the following in lieu thereof:

- (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.

43. By deleting the introductory sentence in clause 15.1(k) and inserting the following in lieu thereof.

- (k) Scheduled day off - where work is performed on other than a Monday to Friday basis:

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

## 16. Meal breaks

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**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 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 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.

- 45. By deleting clauses 18.3(a) and (d) and inserting the following in lieu thereof:
  - (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.
  - ...
  - (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.
- 46. By deleting the introductory sentence in clause 19.1(b) and inserting the following in lieu thereof:
  - (b) A shift worker proceeding on annual leave is entitled to receive the following payment:
- 47. By deleting the introductory sentence in clause 19.1(c) and inserting the following in lieu thereof:
  - (c) A continuous shift worker proceeding on annual leave is entitled to receive the following payments:
- 48. By deleting clause 19.3(c) and inserting the following in lieu thereof:

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- (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.

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

**21. Parental leave**

- (a) Parental leave is provided for in Division 5 of the QES and covers:
  - (i) birth-related leave for an employee who is pregnant or whose spouse gives birth;
  - (ii) adoption leave; and
  - (iii) surrogacy leave.
- (b) Notwithstanding the provisions of Subdivision 2 of Division 5 of the QES, all full-time and part-time employees are entitled to parental leave upon commencement of employment.
- (c)
  - (i) An employee who is pregnant, whether or not she has given her employer written notice of the date/s on which she proposes to start and/or end maternity leave, must:
    - (A) commence maternity leave at least 6 weeks prior to the expected date of birth of her child; and
    - (B) remain on maternity leave until at least 6 weeks after the birth of the child.
  - (ii) An employer may at the request of the employee and on receipt of a certificate from a medical practitioner certifying that in the opinion of the medical practitioner:
    - (A) the employee is fit for duty until a specified date - reduce the period mentioned in clause 21(c)(i)(A); or
    - (B) the employee is fit to resume duty - reduce the period mentioned in clause 21(c)(i)(B).
  - (iii) If the employer makes a decision under clause 21(c)(ii)(A) to reduce the period, the approval is of effect until:
    - (A) the day specified in the medical certificate; or
    - (B) the day 14 days after the day the employer revokes the decision by giving written notice to the employee; or
    - (C) the employee commences maternity leave; or
    - (D) the day of the employee's confinement,whichever happens first.
- (d) An employee who is pregnant, during the term of her pregnancy until 6 weeks before the expected date of birth of her child or lesser period as approved by the employer, may request to work part-time or other flexible work arrangements.
- (e) An employee who has taken leave to attend compulsory interviews or examinations as part of an adoption process or who has taken leave to attend compulsory interviews or court hearings

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associated with a surrogacy arrangement may request that such leave be taken as paid annual leave.

- (f) In addition to the provisions of Subdivision 6 of Division 5 of the QES an employee who has returned to work on a part-time basis may seek to return to the position they held prior to commencing parental leave.
- (g) If the position mentioned in clause 21(f) no longer exists but there are other positions available that the employee is qualified for and is capable of performing, the employee is entitled to be employed in a position that is, as nearly as possible, comparable in status and remuneration to that of the employee's former position.
- (h) The employer must make a position to which the employee is entitled available to the employee.
- (i)
  - (i) An employee who is the parent of a child may apply, at any time, to their employer to work on a part-time basis in order to be the child's primary caregiver when not at work.
  - (ii) The requirements concerning the manner in which the employee may make an application to work part-time under clause 21(i)(i) are the same as those contained in the QES with respect to applications to return to work on a part-time basis for an employee on parental leave (i.e. s 71 GT).
  - (iii) The period in relation to which an application under clause 21(i) may be made cannot extend beyond the day the child is required to be enrolled for compulsory schooling under the *Education (General Provisions) Act 2006*.
  - (iv) The requirements concerning the manner by which the employer is to assess any application by an employee to work part-time are the same as those contained in the QES with respect to assessing applications to return to work on a part-time basis for an employee on parental leave (i.e. s 71GU).

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

50. By deleting clause 22(b) and inserting the following in lieu thereof:

- (b) In lieu of the provisions of section 71HB2(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.

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

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

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

Determination

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.

52. By deleting clause 23.2(a) and inserting the following in lieu thereof:

- (a) Subject to statutory limitations (such as the time work may not be performed on Anzac Day) where there is agreement between the chief executive and an employee or employees, another ordinary working day may be substituted for a public holiday.

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

- (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.

54. By deleting clause 28(c) and inserting the following in lieu thereof:

- (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.

55. By deleting clause 32(b) and inserting the following in lieu thereof:

- (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.

56. By deleting clauses 33(d) and inserting the following in lieu thereof:

- (d) Upon request and subject to approval by the chief executive, employees may be granted paid time off in special circumstances to attend management committee meetings, union conferences, and Australian Council of Trade Unions (ACTU) Congress.

57. By deleting Schedule 1, Classification Structure and Level Descriptors, and inserting the following in lieu thereof:

**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

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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

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- 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.



Determination

- 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

Determination

- 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

Determination

- 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.

Determination

*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.

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**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:

Determination

- 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.

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- 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;

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- 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:



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- 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;

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- 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.

58. By deleting Schedule 2, Owner Driver Motor Vehicle Hire Rates, and inserting the following in lieu thereof:

**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**

<b>Tonnes</b>	<b>Column 1 Weekly Rate \$</b>	<b>Column 2 Km Rate c</b>	<b>Column 3 Work Kilometres</b>
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

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<b>Tonnes</b>	<b>Column 1 Weekly Rate \$</b>	<b>Column 2 Km Rate c</b>	<b>Column 3 Work Kilometres</b>
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

<b>Tonnes</b>	<b>Column 4 Weekly Rate \$</b>	<b>Column 5 Km Rate c</b>	<b>Column 6 Work Kilometres</b>
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
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.

## Determination

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:

Crane capacity	Rate Per Day \$	Recommended Truck Size
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.

Determination

**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 \$3.96 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.

59. By deleting Schedule 3, Directives Which Apply to Employees Covered by this Award, and inserting the following in lieu thereof:

**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)

Dated: 5 December 2016

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

Operative Date: 5 December 2016  
Determination - Correction of error

Released: 5 December 2016