

QUEENSLAND INDUSTRIAL RELATIONS COMMISSION

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

ELECTRICAL CONTRACTING INDUSTRY AWARD - STATE 2003

Following the Declaration of the General Ruling in the 2010 State Wage Case (matter numbers B/2010/20 and B/2010/21), the Electrical Contracting Industry Award - State 2003 is hereby reprinted, pursuant to s. 698 of the *Industrial Relations Act 1999*.

I hereby certify that the Award contained herein is a true and correct copy of the Electrical Contracting Industry Award - State 2003 as at 1 September 2010.

Dated 1 November 2010.

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

ELECTRICAL CONTRACTING INDUSTRY AWARD - STATE 2003

PART 1 - APPLICATION AND OPERATION

1.1 Title

This Award is known as the Electrical Contracting Industry Award - State 2003.

1.2 Arrangement

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1.3 Date of operation

This Award has effect from 3 February 2003.

1.4 Award coverage

1.4.1 This Award shall apply in the State of Queensland to employers whose principal commercial activity is the contracting for work requiring an Electrical Contractors Licence and to the employees of such an employer.

For the purpose of this provision, an Electrical Contractor and the Electrical Contracting Industry shall be as prescribed in the *Electricity Act 1994*.

1.4.2 As to clause 5.7 (Superannuation) only, this Award applies also to clerical employees of an employer bound by this Award. Unless otherwise ordered the wage rates and general conditions applicable to such employees are those contained in the *Clerical Employees' Award - State 2002* or any award made in replacement of that Award.

1.4.3 This Award shall not apply to:

- (a) employees of Sugar Mills, Refineries and Distilleries where they are engaged in performing electrical work on Buildings, Plant or Equipment owned by their employer;
- (b) employees covered by the *Mount Isa Mines Limited Award*; nor to
- (c) employees of employers who hold an electrical contracting licence solely for the purpose of:
 - (i) their own employees carrying out electrical work on premises operated by such employer, or
 - (ii) performing electrical work which is incidental to the principal commercial activity of the employer.

1.5 Parties bound

This Award is legally binding upon the employees as prescribed by clause 1.4 and their employers, and the Electrical Trades Union of Employees of Australia, Queensland Branch and its members.

1.6 Definitions

NOTE: Definitions marked with an asterisk (*) are temporary and will be deleted upon finalisation of the new classification structure and the training requirements. They have been included in the Award to identify the range of work which may be performed under the proposed new classification structure.

1.6.1 The "Act" means the *Industrial Relations Act 1999* as amended or replaced from time to time.

1.6.2 * "Alarm/Security Technician Grade 1" means a tradesperson employed to carry out repairs and maintenance of alarm/control panels, detectors, pumps, fire suppression signs, bells and other associated equipment in the industry of fire-alarm servicing.

In the industry of security servicing, the tradesperson is employed in the field of intruder alarm systems, closed circuit television, video or photographic systems and any external or internal security lighting devices, performing repairs and maintenance.

1.6.3 * "Alarm/Security Technician Grade 2" means an Alarm/Security Technician Class I who is engaged on complex or intricate circuitry or both, the performance of which requires the use of "Additional knowledge" as defined below.

Additional knowledge may be acquired through a minimum of 2 years on-the-job experience as a serviceperson, working on the company's installations and equipment.

1.6.4 * "Alarm/Security Technician Grade 3" means an Alarm/Security Technician who:

- (a) has not less than one year of experience as such and who has satisfactorily completed an appropriate electronics post trades course,
- (b) has not less than 2 years experience with the employer as such, and who possesses a thorough knowledge of the employer's company and processes and who is capable of servicing all the equipment associated with such company, and who is employed to maintain, test, modify services and/or repair complex and intricate electrical, electronic circuits or components, equipment, apparatus and/or devices used in industrial applications in the fire-alarm/security systems industry, and for which the performance of such work requires a higher skill than required by a tradesperson employed on basic service work.

1.6.5 * "Alarm/Security Technician Grade 4" means an Alarm/Security Technician Grade 3 who is engaged in

applying their knowledge and skills to the tasks of repairing, maintaining, servicing, modifying, commissioning, fault finding and diagnosing various forms of systems which are electronically controlled by complex digital and/or analogue control systems utilising integrated circuitry. The application of this skill and knowledge would require an overall understanding of the operating principles of systems and equipment on which the tradesperson is required to carry out their tasks.

To be classified as an Alarm/Security Technician Grade 4, a tradesperson must have at least 3 years on-the-job experience in electronic systems utilising integrated circuits, and in addition must have satisfactorily completed a post trades course in electronics equivalent to at least 2 years part-time study.

In addition, to be classified as an Alarm/Security Technician Grade 4, a tradesperson must be capable of:

- (a) Maintaining and repairing multi-function printed circuitry using circuit diagrams and test equipment.
- (b) Working under minimum supervision and technical guidance.
- (c) Providing technical guidance within the scope of the work described in this definition.
- (d) Preparing reports of a technical nature on specific tasks or assignments as directed and within the scope of the work described in this definition.

- 1.6.6 * "Alarm/Security Tester Grade 1" means a person employed to inspect and test alarm/control panels, fire suppression equipment, detectors, signs, bells, pumps and associated equipment in the industry of fire-alarm servicing. In the industry of security servicing, the "Alarm/Security Tester" is employed to inspect and test in the fields of intruder alarm systems, closed circuit television, video or photographic systems and any external security lighting devices and associated equipment.

In addition to those duties, the "Alarm/Security Tester" is capable of preparing written reports on the conditions, suitability and requirement for the abovementioned equipment. The Tester will be able to accurately identify faults in systems and report them expeditiously as required, as well as prepare reports detailing all requirements for the testing of systems in their test run.

- 1.6.7 * "Alarm/Security Tester Grade 2" means an "Alarm/Security Tester" capable of testing any electrical system including but not limited to halon, CO2, ansul, emergency lighting, evacuation systems, all fire detection and suppression systems and associated equipment. The employee with minimal supervision and assistance will be able to interchange test runs and demonstrate the operation of systems to clients, insurers and appropriate personnel.

- 1.6.8 * "Alarm/Security Tester Grade 3" means a person, or holder of industry recognised accreditation, which may be granted to persons who through industry experience, have gained the necessary skills, and are able to carry out all aspects of a Tester Grade 2 scope of work and are employed to carry out repairs and maintenance of alarm/control panels, detectors, fire suppression signs, bells and other ancillary associated equipment in the industry of fire alarm servicing, excluding authority provided power supplies or works on live side of isolating devices.

In the industry of security servicing, the person is employed in the fields of intruder alarm systems, closed circuit television, video or photographic systems and any external or internal security lighting devices, performing repairs and maintenance.

- 1.6.9 "Commission" means the Queensland Industrial Relations Commission.

- 1.6.10 "Communications Tradesperson - Special Class" shall mean a Radio Mechanic, Electrical Fitter or an Electrical Mechanic, who is engaged on complex and/or intricate circuitry, the performance of which work requires the use of "additional knowledge" as defined.

For the purpose of this definition "additional knowledge" means knowledge in excess of that gained by the satisfactory completion of the appropriate technical college trade course which has been acquired by the tradesperson by virtue of their:

- (a) having had not less than 2 years on-the-job experience as a tradesperson, working mainly on such complex and/or intricate circuitry as will enable them to perform such work unsupervised where necessary and practicable: and
- (b) having, by virtue of either the satisfactory completion of an appropriate post trade course in electronics or the achievement of a comparable standard of knowledge by other means including the on-the-job experience referred to in clause 1.6.10(a), gained a sufficient comprehension of such complex or intricate circuitry work as will enable the tradesperson to examine, diagnose and modify systems comprising inter-connected circuits.

- 1.6.11 "Country Work" shall mean all work done outside a radius of 50 kilometres of an employers workshop: Provided that where an employer does not have a workshop or recognised place of business, Country Work shall mean all

work done outside a radius of 50 kilometres from the principle Post Office of the nearest town.

1.6.12 "Crib Time" as used in the overtime and Shift Work clauses of this Award, shall take the place of any meal break during overtime or Shift Work. It shall be taken without loss of pay.

1.6.13 *Districts and Divisions*

Divisions:

(a) Northern Division - That portion of the State along or north of a line commencing at the junction of the sea coast with the 21st parallel of south latitude; from that latitude due west to 147 degrees of east longitude; from that longitude due south to 22 degrees 30 minutes of south latitude; from that latitude due west to the western border of the State.

(b) Mackay Division - That portion of the State within the following boundaries: Commencing at the junction of the sea-coast with the 21st parallel of south latitude; from that latitude due west to 147 degrees of east longitude; from that longitude due south to 22 degrees of south latitude; from that latitude due east to the sea coast; from the sea-coast northerly to the point of commencement.

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

Districts:

(a) Northern Division

Eastern District - That portion of the Northern Division along or east of 144 degrees 30 minutes of east longitude.

Western District - The remainder of the Northern Division.

(b) Southern Division

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

Western District - The remainder of the Southern Division.

1.6.14 "Electrical Fitter" shall mean an employee who is mainly employed in the workshops manufacturing, fitting, and repairing electrical instruments, machines, and apparatus. Electrical fitting in this definition shall include armature and transformer winding, and people solely engaged in making and repairing instruments. The legitimate possession of a certificate of competency in this particular class of work issued by the Electrical Licensing Board under the *Electricity Act 1994* shall be recognised as proof of efficiency.

1.6.15 "Electrical Fitter (Instrumentation and Process Control)" means an employee who is required to make and/or modify, test, install, adjust and repair, plant instrumentation involving process control equipment including instruments incorporating mechanical, pneumatic, hydraulic, electrical and electronic functions.

The legitimate possession of the appropriate certificate issued by the Electrical Licensing Board under the *Electricity Act 1994* shall be recognised as proof of efficiency.

1.6.16 "Electrical Labourer" shall mean an employee, not otherwise provided for in this Award, who is doing work necessary for electrical work.

1.6.17 "Electrical Linesperson" shall mean an employee engaged in overhead construction and maintenance work, and running, fixing, connecting, and maintaining electrical conductors outside of buildings, or an employee engaged in sapping poles, cutting chocks for arms, and fitting arms to poles while the poles are lying on the ground. The legitimate possession of a certificate of competency in this particular class of work issued by the Electrical Licensing Board under the *Electricity Act 1994* shall be recognised as proof of efficiency.

1.6.18 "Electrical Linesperson - Live Line" shall mean an Electrical Linesperson as defined in this Award who is required to carry out "Live Line Work" as prescribed in the *Electricity Act 1994*.

Such employee may perform "Live Line Work" while the employee remains so authorised by the State Electricity Commission of Queensland in accordance with the said Act.

1.6.19 "Electrical Mechanic" shall mean an employee engaged in placing or affixing or running electrical conductors of all

kinds and for all purposes from the point of supply to the point of utilisation, and also in the fixing inside of buildings and vehicles of all kinds of conduits and conductors. It shall include the erecting and connecting up of dynamos, motors, and switchboards, and the connecting up of all instruments and apparatus at the point of utilisation and supply for all purposes, including power, lighting, heating, and smelting, and safe working instruments, apparatus, telephones, bells, public address systems, wireless apparatus, meter fixing, connecting of meters, and the erection, overhauling and repairing of storage batteries and the assembling and renewing of finished parts, and the marking out and mounting of any switchboards, and the effecting of any repairs to electrical machines and appliances when it is necessary to carry out the work on the spot, or is incidental to such necessary work. The legitimate possession of a certificate of competency in this particular class of work issued by the Electrical Licensing Board under the *Electricity Act 1994* shall be recognised as proof of efficiency.

- 1.6.20 "Electrical Storeperson" shall include an employee responsible for storing, receiving and issuing tools, parts and testing equipment in or in connection with an electrical, including radio and television, workshop and/or depot, but shall not include storepersons employed in any retail or wholesale establishment who receive, store or issue television, radio or electrical equipment and who are provided for in any other Award.
- 1.6.21 "Electrical Tradesperson's Assistant" shall mean an employee directly assisting a Journeyman.
- 1.6.22 "Electrician Special Class" shall mean an Electrical Fitter or Electrical Mechanic, as defined, who is engaged on complex and/or intricate circuitry, the performance of which work requires the use of "additional knowledge" as defined.

For the purpose of this definition "additional knowledge" means knowledge in excess of that gained by the satisfactory completion of the appropriate technical college trade course which has been acquired by the tradesperson by virtue of their:

- (a) having had not less than 2 years on-the-job experience as a tradesperson working mainly in such complex and/or intricate circuitry as will enable them to perform such work unsupervised where necessary and practicable; and
- (b) having, by virtue of either the satisfactory completion of a prescribed post-trade course in industrial electronics or the achievement of a comparable standard of knowledge by other means including the on-the-job experience referred to in clause 1.6.21(a), gained a sufficient comprehension of such complex or intricate circuitry work as will enable the tradesperson to examine, diagnose and modify systems comprising inter-connected circuits.

For the purpose of this definition the following courses are deemed to be prescribed post-trade courses in industrial electronics:

- (i) Industrial Electronics (Course "C") of the Department of Education, Queensland:
 - (ii) Post Trade Industrial Electronics Course of the N.S.W. Department of Technical Education:
 - (iii) The Industrial Electronics Course (Grades 1 & 2) as approved by the Education Department of Victoria:
 - (iv) The Industrial Electronics Course of the South Australian School of Electrical Technology:
 - (v) The Industrial Electronics Course of the Technical Education Department of Tasmania:
 - (vi) The Certificate in Industrial Electronics of the Technical Education Division of the Western Australian Educational Department.
- 1.6.23 * "Electronic Equipment Tester/Installer Grade 1" means an employee engaged on the alignment, installation and testing of radio, communications and related equipment, installing fire alarms and/or security alarm equipment, or installing data and communication cabling, including the locating of faults not requiring the skills of a tradesperson.
- 1.6.24 * "Electronic Equipment Tester/Installer Grade 2" means an employee who has had not less than one year at Level 1 or the equivalent experience. Provided that an Electronic Equipment Installer Level 2 shall not undertake tasks requiring the skills of a tradesperson.
- 1.6.25 * "Electronic Serviceperson Grade 1" means an adult employee engaged on radio, communications and related equipment which requires the application of general trades experience gained through apprenticeship in that work.
- 1.6.26 * "Electronic Serviceperson Grade 2" means an Electronic Serviceperson Grade 1 who has had not less than one year's experience as a tradesperson working in the radio communication industry.
- 1.6.27 * "Electronic Serviceperson Grade 3" means an Electronic Serviceperson Grade 2 who is engaged on complex or intricate circuitry or both, the purpose of which work requires the use of "additional knowledge" as herein defined.

For the purpose of this definition "additional knowledge" means knowledge in excess of that gained by the satisfactory completion of the appropriate technical college trade course which has been acquired by the tradesperson by virtue of their:

- (a) having had not less than 2 year's on-the-job experience as a tradesperson working on such complex or intricate circuitry work as will enable the tradesperson to perform such work unsupervised where necessary and practicable; and
- (b) having by virtue of either the satisfactory completion of a prescribed post trades course in industrial electronics, radio or communications or the achievement of a comparable standard of knowledge by other means, including the on-the-job experience referred to in clause 1.6.26(a), gained a sufficient comprehension of such complex or intricate circuitry work as will enable the tradesperson to examine, diagnose and modify systems comprising inter-connected circuits.

1.6.28 * "Electronic Serviceperson Grade 4" means an Electronic Serviceperson working at a level beyond that of an Electronic Serviceperson Grade 3, who is engaged in applying their knowledge and skills to the tasks of installing, repairing, maintaining, servicing, modifying, commissioning, testing, fault finding and diagnosing of various forms of machinery and equipment which are electronically controlled by complex digital and/or analogue systems utilising integrated circuitry. The application of this skill and knowledge would require an overall understanding of the operating principles of the systems and equipment, on which the tradesperson is required to carry out their tasks. To be classified as an Electronic Serviceperson, Grade 4, a tradesperson must have at least 3 years on-the-job experience as a tradesperson in electronic systems utilising integrated circuits and in addition must have satisfactorily completed a post trades course in electronics equivalent to at least 2 years part-time study.

In addition, to be classified as Electronic Serviceperson, Grade 4, a tradesperson must be capable of:

- (a) Maintaining and repairing multi-function printed circuitry using diagrams and test equipment.
- (b) Working under minimum supervision and technical guidance.
- (c) Providing technical guidance within the scope of the work described in this definition.
- (d) Preparing reports of a technical nature on specific tasks or assignments, as directed, and within the scope of the work as described in this definition.

1.6.29 * "Electronic Serviceperson Grade 5" means an Electronic Serviceperson working at a level beyond that of an Electronic Serviceperson Grade 4, who in addition to the requirements of the Electronic Serviceperson Grade 4, must have one further years on-the-job experience as a tradesperson working on electronic systems, but who in addition is required to maintain and repair multi-function printed circuitry using circuit diagrams and test equipment.

To be classified as an Electronics Serviceperson, Grade 5, a tradesperson must be engaged in applying their skills and knowledge to the tasks of designing, modifying, testing and diagnosing complex electronic systems related to radio and communications equipment.

1.6.30 "Electronics Tradesperson" means an electrical tradesperson working at a level beyond Electrician Special Class and who is mainly engaged in applying their knowledge and skills to the tasks of installing, repairing, maintaining, servicing, modifying, commissioning, testing, fault finding and diagnosing of various forms of machinery and equipment which are electronically controlled by complex digital and/or analogue control systems utilising integrated circuitry. The application of this skill and knowledge would require an overall understanding of the operating principles of the system and equipment on which the tradesperson is required to carry out their tasks.

To be classified as an Electronics Tradesperson a tradesperson must have at least 3 years on-the-job experience as a tradesperson in electronic systems utilising integrated circuits and in addition, must have satisfactorily completed a post trades course in electronics equivalent to at least 2 years part time study.

In addition, to be classified as an electronics tradesperson a tradesperson must be required, as part of their duties, to:

- (a) Maintain and repair multi-function printed circuitry of the type described in this definition using circuit diagrams and test equipment.
- (b) Work under minimum supervision and technical guidance.
- (c) Provide technical guidance to other tradespersons or to management within the scope of the work described in this definition; and/or
- (d) Prepare reports of a technical nature on specific tasks or assignments as directed and within the scope of the

work described in this definition.

- 1.6.31 "Fire-alarm Systems" means the industry and trades which are concerned with the installation, repair, modification, maintenance, testing and servicing of fire alarms, detectors, fire-suppression signs, bells and associated equipment.
- 1.6.32 "Foreperson Grade 1" shall mean a suitably qualified Electrical Tradesperson, who is employed as Foreperson Grade 1 and is responsible for the successful completion of a project or projects in line with the schedule of work as programmed. Such employee could be reasonably expected to continue to use tools as required. In addition, a Foreperson Grade 1 could be required to supervise Leading Hands and other employees.
- 1.6.33 "Foreperson Grade 2" shall mean a suitably qualified Electrical Tradesperson, who is employed as a Foreperson Grade 2 and who is given the responsibility for the successful completion of projects in line with the schedule of work as programmed. Such employee could be reasonably expected to continue to use tools as required. In addition, a Foreperson Grade 2 could be required to supervise Forepersons Grade 1, Leading Hands and other employees.
- 1.6.34 "Installation Inspector" shall mean an Electrical Mechanic who is employed by an Electrical Contractor or company which is principally engaged in providing independent installation inspections and who is qualified within the terms of the *Electricity Act 1994*, to act as an Installation Inspector and is employed as such. An Installation Inspector must have the following qualifications:
- (a) Possess a certificate of competency as an Electrical Mechanic
 - (b) Has successfully completed a course conducted by the Department of Employment Vocational Education and Training at a TAFE College or approved skill centre comprising the following subjects:
 - (i) AEL 223 - Electrical Installation Work.
 - (ii) AEL 226 - Electrical Practices and Responsibilities.
 - (iii) AEL 122 - Electrical Installation Testing.
 - (c) Has at least 3 years recent experience in the Electrical Contracting Industry as an Electrical Mechanic or has at least 3 years recent experience as an Installation Inspector with an Electricity Authority in Queensland.
- 1.6.35 "Instrument Tradesperson" means a tradesperson who is mainly engaged in installing, (including the installing of inter connecting instrumentation wiring, not prohibited by the *Electricity Act 1994* or hydraulic or pneumatic instrumentation tubing), repairing, maintaining, and servicing industrial instruments and control systems, including instruments and systems utilising integrated circuits.
- An Instrument Tradesperson will have completed an apprenticeship, the greater part of which involved industrial instrumentation, or alternatively can demonstrate a knowledge and understanding of industrial instrumentation and can apply that knowledge and understanding to the tasks assigned by their employer. The required knowledge and understanding would have been gained by undertaking a formal training course run by a State Education Department or Technical Education Department or its equivalent or by at least 12 months on the job experience as a tradesperson at instrument work
- 1.6.36 "Instrument Tradesperson - Complex Systems" means an instrument tradesperson who is mainly engaged in installing, repairing, maintaining, servicing, testing, modifying, commissioning, calibrating and fault finding instruments which make up a complex control system which utilises some combination of electrical, electronic, mechanical, hydraulic and pneumatic principles, including work on complex digital and/or analogue control systems utilising integrated circuits.
- To be classified as an Instrument Tradesperson - Complex Systems, a tradesperson will have:
- (a) had a minimum of 2 years on the job experience as a tradesperson working predominantly on complex and/or intricate instruments and instrument systems, as will enable them to perform such work under minimum supervision and technical guidance; and
 - (b) satisfactorily completed an appropriate post trade course equivalent to at least 2 years part time study or has achieved to the satisfaction of the employer, a comparable standard of skill and knowledge by other means including in-house training or on the job experience referred to in (a) above.
- 1.6.37 "Instrumentation and Controls Tradesperson" means an instrument tradesperson working mainly at a level beyond that of instrument tradesperson - complex systems and who is mainly engaged in applying their skills and knowledge to installing, repairing, maintaining, servicing, testing, modifying, commissioning, calibrating and fault finding industrial instruments which make up a complex control system which utilises some combination of

electrical, mechanical, hydraulic and pneumatic principles and electronic circuitry containing complex analogue and/or digital control systems utilising integrated circuitry.

The application of this skill and knowledge would require an overall understanding of the operating mode or principles of the various types of measurement and control devices on which the tradesperson is required to perform their tasks. To be classified as an Instrumentation and Controls Tradesperson, a tradesperson must have at least 3 years relevant on the job experience as a tradesperson - 12 months of which must be at the level of "Instrument Tradesperson - Complex Systems" and in addition must have satisfactorily completed a related post-trades course equivalent to at least 2 years part time study.

In addition, to be classified as an Instrumentation and Controls Tradesperson, a tradesperson must be required as part of their duties to:

- (a) Maintain and repair multi-function printed circuitry of the type described in this definition using circuit diagrams and test equipment:
- (b) Work under minimum supervision and technical guidance:
- (c) Provide technical guidance to other tradespeople or to management within the scope of the work described in this definition; and/or
- (d) Prepare reports of a technical nature on specific tasks or assignments as directed and within the scope of the work described in this definition.

1.6.38 "Jointer" shall mean an employee who is employed in jointing cables or sweating on lugs in connection with the installing and maintenance of underground or overhead distributing systems, and the running of feeders, mains and services up to the main fuse in consumers' premises. The legitimate possession of a certificate of competency in this particular class of work issued by the Electrical Workers and Contractors' Board under the *Electricity Act 1994* shall be recognised as proof of efficiency.

1.6.39 "Journeyman" shall mean an Electrical Fitter, Electrical Mechanic, electrical Jointer, Electrical Linesperson, electrician in charge, shift electrician, Radio Mechanic or television mechanic.

1.6.40 "Leading Hand" shall mean a Journeyman in charge of work on which 3 or more Journeymen or 4 non-Journeymen or an employee not a Journeyman who is in charge of work in which 4 or more employees are employed. The Leading Hand shall be reckoned as one of the 3 or 4 employees, as the case may be.

1.6.41 * "Lines Clearance Operator" means an adult who is employed on the clearance of vegetation in the vicinity of overhead power distribution lines.

1.6.42 * "Purchasing Clerk" means an employee who initiates orders for electrical materials, receives and issues materials and provides reports on the cost of materials for the preparation of tender documents and job cards.

In addition to these duties, the Purchasing Clerk may conduct sale of materials and equipment to the Public or to the Trade.

1.6.43 "Radio Mechanic" shall mean an employee who is mainly employed to assemble and/or repair, and/or service, and/or install, and/or test radio receivers, and/or public address systems.

1.6.44 * "Refrigeration Mechanic or Serviceperson Grade I" means a tradesperson employed to carry out installation, repairs, and routine maintenance of domestic, commercial and industrial refrigeration and air conditioning systems.

1.6.45 * "Refrigeration Mechanic or Serviceperson Grade II" means a Refrigeration Mechanic or Serviceperson Grade I who has had not less than one years experience as a tradesperson engaged on complex or intricate circuitry or both.

1.6.46 * "Refrigeration Mechanic or Serviceperson Grade III" means a Refrigeration Mechanic or Serviceperson Grade I who has had not less than 2 years experience as a tradesperson, and possesses a sound working knowledge of refrigeration and air conditioning, electrical control systems to enable the employee to service, diagnose faults and repair domestic, commercial and industrial refrigeration, air conditioning systems under limited technical supervision.

In addition, to be classified as a Refrigeration Mechanic Grade III, the employee must demonstrate sufficient working knowledge of electronic controls as applied to refrigeration and air conditioning systems to enable the employee to identify faulty modules.

1.6.47 * "Refrigeration Mechanic or Serviceperson Grade IV" means Refrigeration Mechanic or Serviceperson Grade I, who has had not less than 3 years experience on-the-job as a tradesperson and possesses a sound working knowledge of refrigeration and air conditioning electrical and electronic systems as to enable the employee to

commission, service, diagnose faults and repair domestic, commercial and industrial refrigeration and air conditioning systems.

To be classified as a Refrigeration Mechanic Grade IV, the employee must have satisfactorily completed a 2 year post trade course in Industrial Electronics.

In addition, to be classified as a Refrigeration Mechanic or Serviceperson Grade IV, a tradesperson may be required to carry out the following duties:

- (a) Maintain and repair multi-function printed circuits using circuit diagrams and appropriate test equipment;
- (b) Work under minimum supervision and technical guidance;
- (c) Provide technical guidance within the scope of the work described in this definition; and
- (d) Prepare reports of a technical nature on specific tasks or assignments as directed within the scope of the work described in this definition.

1.6.48 "Registered Office" shall mean any office of the employer at which the employer conducts business, including branch offices. The employer shall not have more than one Registered Office within a 50 kilometre radius within the State boundary.

1.6.49 "Security Alarm Systems" means the industry and trades which are connected with the installation, maintenance, monitoring, controlling, repairing or testing of any electrical, electronic or acoustic equipment or device, or any combination thereof which includes any intruder alarm systems incorporating closed circuit television, video or photographic systems, electronic, electro-mechanic access control systems, any computer hardware systems and/or computer software including ancillary equipment or any external or internal lighting device used for any commercial, industrial, domestic or Governmental purpose.

1.6.50 "Service" shall be deemed to be continuous notwithstanding any absence from work on account of annual leave, personal sickness, accident or on account of leave lawfully granted by the employer; or for the purpose of this definition.

1.6.51 "Shift Work" shall mean work done by separate relays of employees working recognised hours, preceding, during, or following the ordinary working hours.

1.6.52 * "Television Antenna Installer/Erector" means an adult employee engaged in erecting and/or installing television and other electronic impulse transmitting and/or receiving antennae.

1.6.53 * "Television/Radio/Electronic Equipment Serviceperson Grade I" means an adult who has completed an appropriate trades course or who has achieved an equivalent standard of skill and knowledge, and who is engaged on routine servicing work which requires no more than the application of the general trade experience gained through apprenticeship or equivalent training on-the-job.

1.6.54 * "Television/Radio/Electronic Equipment Serviceperson Grade II" means a Television/Radio/Electronic Equipment Serviceperson Grade I who has had not less than one years experience, as a tradesperson, working on visual and/or sound receiving, recording and/or reproduction devices and associated equipment and associated electronics products.

1.6.55 * "Television/Radio/Electronic Equipment Serviceperson Grade III" means a Television/Radio/Electronic Equipment Serviceperson Grade II who has completed an appropriate trade course which includes instruction in electronic products and who has achieved an equivalent standard of skill and knowledge through 2 years experience in the industry or through a special course of tuition, and is required to diagnose and rectify faults in electronics equipment and/or similar apparatus.

1.6.56 * "Television/Radio/Electronic Equipment Serviceperson Grade IV" means a Television/Radio/Electronic Equipment Serviceperson working at a level beyond that of a Television/Radio/Electronic Serviceperson Grade III, who is engaged in applying their knowledge and skills to the tasks of installing, repairing, maintaining, servicing modifying, commissioning, testing, fault finding and diagnosis of various forms of machinery and equipment which are electronically controlled by complex digital and/or analogue systems utilising integrated circuitry. The application of this skill and knowledge would require an overall understanding of the operating principles of the systems and equipment on which the tradesperson is required to carry out their tasks.

To be classified as a Television/Radio/Electronic Equipment Serviceperson Grade IV, a tradesperson must have at least 3 years on-the-job experience as a tradesperson in electronic systems utilising integrated circuits, and in addition, must have satisfactorily completed a post trades course in electronics to at least 2 years part-time study.

In addition, to be classified as a Television/Radio/Electronic Equipment Serviceperson Grade IV, a tradesperson

must be capable of:

- (a) Maintaining and repairing multi-function printed circuitry, using circuit diagrams and test equipment.
- (b) Working under minimum supervision and technical guidance.
- (c) Providing technical guidance within the scope of the work described in the definition.
- (d) Preparing reports of a technical nature on specific tasks or assignments as directed and within the scope of the work described in this definition.

1.6.57 "Television/Radio/Electronic Equipment Serviceperson Grade V" means a Television/Radio/Electronic Equipment Serviceperson working at a level beyond that of a Television/Radio/Electronic Equipment Serviceperson Grade IV who, in addition to the requirements of the Television/Radio/Electronic Equipment Serviceperson Grade IV, must have one additional year on-the-job experience as a tradesperson working on electronic systems, but, who in addition, is required to maintain and repair multi-function printed circuitry using diagrams and test equipment.

To be classified as a Television/Radio/Electronic Equipment Serviceperson Class V, a tradesperson must be engaged in applying their skills and knowledge to the tasks of design, modifying, testing and diagnosis of complex electronic systems related to radio and communications equipment.

1.6.58 "Television Mechanic" shall mean an employee who is mainly employed to assemble and/or repair and/or service and/or test television receiving sets and/or parts.

1.6.59 "Truck Attendant" shall mean an employee who is part of a gang which performs electrical work and who during the course of their work, assisting electrical Journeypersons, is required as a minor part of their duties to drive vehicles under 6 tonnes used in connection with the work of the gang.

1.6.60 "Union" means the Electrical Trades Union of Employees of Australia, Queensland Branch.

1.6.61 "Weekly Pay" means the ordinary time gross all purpose rate of pay for the employee concerned.

PART 2 - FLEXIBILITY

2.1 Enterprise flexibility

2.1.1 As part of a process of improvement in productivity and efficiency, discussion should take place at each enterprise to provide more flexible working arrangements, improvement in the quality of working life, enhancement of skills, training and job satisfaction and to encourage consultative mechanisms across the workplace.

2.1.2 The consultative processes established in an enterprise in accordance with clause 2.1 may provide an appropriate mechanism for consideration of matters relevant to clause 2.1.1. Union delegates at the place of work may be involved in such discussions.

2.1.3 Any proposed genuine agreement reached between an employer and employee/s in an enterprise is contingent upon the agreement being submitted to the Commission in accordance with Chapter 6 of the Act and is to have no force or effect until approval is given.

PART 3 - COMMUNICATION, CONSULTATION AND DISPUTE RESOLUTION

3.1 Grievance and dispute settling procedure

3.1.1 Employees who are the chosen representatives of other employees shall, in the mutual interest of the employer and the employees, be allowed such reasonable time as may be agreed upon between the employees and the employer, in working hours, to investigate any matter likely to lead to disputes between the employer and the employees relative to working conditions, and, if necessary, to make representations to the employer. Such persons are to still remain productive members of the employer's workforce.

3.1.2 In the event of an dispute (other than disputes relating to demarcation) the parties undertake to follow the disputes settlement procedures outlined below.

The accredited employee's representative wishing to raise any matter affecting any employee/s shall:

- (a) initially raise the matter with the employee/s immediate supervisor/foreperson. If agreement is not reached at this level within 48 hours (excluding weekends and agreed days off) the representative shall then;
- (b) raise the matter with the company manager or nominated representative. If agreement is not reached at this

level, within 24 hours, the employee representative will then;

- (c) be provided with telephone facilities to speak to an official of the Union or the Industrial Organisation of Employers and request representation at a further conference to be held at a date and time mutually acceptable.

- 3.1.3 Should these negotiations fail, the matter should be referred by the Industrial Organisation of Employers to the Union or vice versa, at which level a conference of the parties shall be convened without delay.
- 3.1.4 If the grievance involves allegations of unlawful discrimination by a supervisor the employee may commence the grievance resolution process by reporting the allegations to the next level of management beyond that of the supervisor concerned. If there is no level of management beyond that involved in the allegation the employee may proceed directly to the process outlined at clause 3.1.3.
- 3.1.5 In absence of agreement either party may refer the matter to the Commission for resolution.
- 3.1.6 Whilst the above procedures are being affected work should continue normally.
- 3.1.7 If the matter is a safety issue, the area under dispute shall be isolated (if considered dangerous by either party), barriers put up, suitable notices attached and every effort should be made to solve the safety issue without any undue delay, and work should continue in all other areas until a resolution on the issue is found.
- 3.1.8 If either party finds that the terms of this grievance and dispute settling procedure have not been adhered to, both parties agree that the aggrieved person/party will take the matter up with the employee/employer concerned to ensure compliance with the procedures.

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

4.1 Employment categories

- 4.1.1 Employees covered by this Award shall be advised in writing of their employment category upon appointment.

Employment categories are:

- (a) full-time;
- (b) casual (as prescribed in clause 4.2); or
- (c) part-time (as prescribed in clause 4.3)

4.2 Casual employment

A casual employee is one engaged as such. A casual employee shall be paid per hour 1/38th of the all purpose weekly rate prescribed by clause 5.4.1 for the classification in which the employee is ordinarily employed, plus 23%.

4.2.1 *Limitation on casual employment*

A casual employee shall not be engaged as such for a continuous period in excess of 6 week's duration. For the purpose of clause 4.2.1:

- (a) continuous employment is broken if the employee is not engaged every day during the 6 week period:

Provided that any Rostered Day Off does not constitute a break in employment.

- (b) the period of employment is counted from the day the current period of continuous employment commenced.

4.3 Part-time employment

- 4.3.1 A part-time employee is an employee who:

- (a) is employed for more than 10 but less than 38 ordinary hours per week; and
- (b) has reasonably predictable hours of work; and
- (c) receives, on a pro rata basis, equivalent pay and conditions to those of full-time employees covered by this Award.

- 4.3.2 At the time of engagement, the employer and the employee will agree in writing on the pattern of work required, including specifying the number of ordinary hours per week, the days on which the work is to be performed and the usual daily starting and finishing times.
- 4.3.3 Any variation to the work pattern will be in accordance with methods of altering the ordinary hours of work for full time employees.
- 4.3.4 The agreed number of ordinary hours per week will not be varied without the consent of the employee. Any such agreed variation to the number of weekly hours of work will be recorded in writing.
- 4.3.5 An employer is required to roster a part-time employee for a minimum of 4 consecutive hours on any day.
- 4.3.6 All time worked outside the spread of ordinary working hours as provided for in clause 6.1 and all time worked in excess of the hours as mutually arranged in clauses 4.3.1 or 4.3.2 will be overtime and paid for at the rates prescribed in clause 6.2 - Overtime.
- 4.3.7 A part-time employee employed under the provisions of clause 4.3 must be paid for ordinary hours worked at the rate of 1/38th of the weekly rate prescribed for the class of work performed.
- 4.3.8 Where a public holiday falls on a day upon which a part-time employee is normally employed and the employee is not required to work, that employee shall be paid for the hours which would normally have been worked on that day. If required to work on that day, the employee shall be paid for the time worked at the appropriate penalty rate.
- 4.3.9 Where an employee and the employer agree in writing, part-time employment may be converted to full-time, or vice versa. If such an employee transfers from part-time to full time, or vice versa, all accrued award and legislative entitlements shall be maintained.
- 4.3.10 An employee who does not meet the definition of a part-time employee and who is not a full-time employee will be paid as a casual employee in accordance with clause 4.2.
- 4.3.11 All other provisions of the Award relevant to weekly employees shall apply to part-time employees.
- 4.3.12 An employee shall be entitled to annual leave, and sick leave (and, where relevant, family leave) in terms of clauses 7.1, 7.2 and 7.5. Such entitlements shall be calculated proportionate to the average number of ordinary hours worked each week.
- 4.3.13 Subject to the principal Bereavement Leave provisions of this Award, when a part-time employee would normally work on either or both of the 2 working days following the death of a person who belongs to a class of person specified therein, the employee shall be entitled to be absent on bereavement leave on either or both of those 2 working days without loss of pay for the day or days concerned.
- 4.3.14 A part-time employee shall be entitled to the full provisions prescribed for permanent employees under clause 4.4 (Termination of Employment), clause 4.5 (Introduction of Changes), and clause 4.6 (Redundancy).

4.4 Termination of employment

4.4.1 Statement of employment

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

4.4.2 Termination by employer

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

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

- (b) In addition to the notice in (a) above, employees 45 years old or over and who have completed at least 2 years' continuous service with the employer shall be entitled to an additional week's notice.
- (c) Payment in lieu of notice shall be made if the appropriate notice is not given:

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

- (d) In calculating any payment in lieu of notice the minimum compensation payable to an employee will be at least the total of the amounts the employer would have been liable to pay the employee if the employee's employment had continued until the end of the required notice period. The total must be worked out on the basis of:
 - (i) the ordinary working hours to be worked by the employee; and
 - (ii) the amounts payable to the employee for the hours including for example allowances, loadings and penalties; and
 - (iii) any other amounts payable under the employee's employment contract.
- (e) The period of notice in this clause shall not apply in the case of dismissal for misconduct or other grounds that justify instant dismissal, or in the case of a casual employee, or an employee engaged by the hour or day, or an employee engaged for a specific period or tasks.

4.4.3 Notice of termination by employee

The notice of termination required to be given by an employee shall be the same as that required of an employer, save and except that there shall be no additional notice based on the age of the employee concerned. If an employee fails to give notice, the employer shall have the right to withhold monies due to the employee with a maximum amount equal to the amount the employee would have received under clause 4.4.2 .

4.4.4 Time off during notice period

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

4.5 Introduction of changes

4.5.1 Employer's duty to notify

- (a) Where an employer decides to introduce changes in production, program, organisation, structure or technology, that are likely to have significant effects on employees, the employer shall notify the employees who may be affected by the proposed changes and, where relevant, their Union or Unions.
- (b) 'Significant effects' includes termination of employment, major changes in the composition, operation or size of the employer's workforce or in the skills required; the elimination or diminution of job opportunities or job tenure; the alteration of hours of work; the need for retraining or transfer of employees to other work or locations and the restructuring of jobs:

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

4.5.2 Employer's duty to consult over change

- (a) The employer shall consult the employees affected and, where relevant, their Union or Unions about the introduction of the changes, the effects the changes are likely to have on employees (including the number and categories of employees likely to be dismissed, and the time when, or the period over which, the employer intends to carry out the dismissals), and the ways to avoid or minimise the effects of the changes (e.g. by finding alternative employment).
- (b) The consultation must occur as soon as practicable after making the decision referred to in clause 4.5.1.
- (c) For the purpose of such consultation the employer shall provide in writing to the employees concerned and, where relevant, their Union or Unions, all relevant information about the changes including the nature of the changes proposed, the expected effects of the changes on employees, and any other matters likely to affect employees:

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

4.6 Redundancy

4.6.1 Consultation before terminations

- (a) Where an employer decides that the employer no longer wishes the job the employee has been doing to be done by anyone, and this is not due to the ordinary and customary turnover of labour, and that decision may lead to termination of employment, the employer shall consult the employee directly affected and where relevant, their Union or Unions.
- (b) The consultation shall take place as soon as it is practicable after the employer has made a decision, which will invoke the provisions of clause 4.6.1(a) and shall cover the reasons for the proposed terminations, measures to avoid or minimise the terminations and/or their adverse effects on the employees concerned.
- (c) For the purpose of the consultation the employer shall, as soon as practicable, provide in writing to the employees concerned and, where relevant, their Union or Unions, all relevant information about the proposed terminations including the reasons for the proposed terminations, the number and categories of employees likely to be affected, the number of workers normally employed and the period over which the terminations are likely to be carried out:

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

4.6.2 *Transfer to lower paid duties*

- (a) Where an employee is transferred to lower paid duties for reasons set out clause 4.6.1 the employee shall be entitled to the same period of notice of transfer as the employee would have been entitled to if the employee's employment had been terminated under clause 4.4.
- (b) The employer may, at the employer's option, make payment in lieu thereof of an amount equal to the difference between the former amounts the employer would have been liable to pay and the new lower amount the employer is liable to pay the employee for the number of weeks of notice still owing.
- (c) The amounts must be worked out on the basis of:
 - (i) the ordinary working hours to be worked by the employee; and
 - (ii) the amounts payable to the employee for the hours including for example, allowances, loadings and penalties; and
 - (iii) any other amounts payable under the employee's employment contract.

4.6.3 *Transmission of business*

- (a) Where a business is, whether before or after the date of insertion of this clause in the Award transmitted from an employer (transmittor) to another employer (transmittee), and an employee who at the time of such transmission was an employee of the transmittor of the business, becomes an employee of the transmittee:
 - (i) the continuity of the employment of the employee shall be deemed not to have been broken by reason of such transmission; and
 - (ii) the period of employment which the employee has had with the transmittor or any prior transmittor shall be deemed to be service of the employee with the transmittee.
- (b) In clause 4.6.3 'business' includes trade, process, business or occupation and includes a part or subsidiary (which means a corporation that would be taken to be a subsidiary under the Corporations Law, whether or not the Corporations Law applies in the particular case) of any such business and 'transmission' includes transfer, conveyance, assignment or succession whether by agreement or by operation of law and 'transmitted' has a corresponding meaning.

4.6.4 *Time off during notice period*

- (a) Where a decision has been made to terminate an employee in the circumstances outlined in clause 4.6.1, the employee shall be allowed up to one day's time off without loss of pay during each week of notice for the purpose of seeking other employment.
- (b) If the employee has been allowed paid leave for more than one day during the notice period for the purpose of seeking other employment, the employee shall, at the request of the employer, be required to produce proof of attendance at an interview or the employee shall not receive payment for the time absent. For this purpose a statutory declaration will be sufficient.

4.6.5 *Notice to Centrelink*

Where a decision has been made to terminate employees in the circumstances outlined in clause 4.6.1, the employer shall notify Centrelink as soon as possible giving all relevant information about the proposed terminations, including a written statement of the reasons for the terminations, the number and categories of the employees likely to be affected, the number of workers normally employed and the period over which the terminations are intended to be carried out.

4.6.6 *Severance pay*

- (a) In addition to the period of notice prescribed for ordinary termination in clause 4.4.2(a), and subject to further order of the Commission, an employee whose employment is terminated for reasons set out in clause 4.6.1(a), shall be entitled to the following amounts of severance pay:

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

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

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

4.6.7 *Superannuation benefits*

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

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

4.6.8 *Employee leaving during notice*

An employee whose employment is terminated for reasons set out in clause 4.6.1(a) may terminate such employment during the period of notice, and, if so, shall be entitled to the same benefits and payments under this clause had such employee remained with the employer until the expiry of such notice:

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

4.6.9 *Alternative employment*

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

4.6.10 *Employees with less than one year's service*

Clause 4.6 shall not apply to employees with less than one year's continuous service and the general obligation on employers should be no more than to give relevant employees an indication of the impending redundancy at the first reasonable opportunity, and to take such steps as may be reasonable to facilitate the obtaining by the employees of suitable alternative employment.

4.6.11 *Employees exempted*

Clause 4.6 shall not apply:

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

4.6.12 *Employers exempted*

- (a) Subject to an order of the Commission, in a particular redundancy case, clause 4.6 shall not apply to an employer including a company or companies that employ employees working a total of fewer than 550 hours on average per week, excluding overtime, Monday to Sunday. The 550 hours shall be averaged over the previous 12 months.
- (b) A 'company' shall be defined as:
 - (i) a company and the entities it controls; or
 - (ii) a company and its related company or related companies; or
 - (iii) a company where the company or companies has a common Director or common Directors or a common shareholder or common shareholders with another company or companies.

4.6.13 *Exemption where transmission of business*

- (a) The provisions of clause 4.6.6 are not applicable where a business is before or after the date of the insertion of this clause into the Award, transmitted from an employer (transmittor) to another employer (transmittee), in any of the following circumstances:
 - (i) where the employee accepts employment with the transmittee which recognises the period of continuous service which the employee had with the transmittor, and any prior transmittor, to be continuous service of the employee with the transmittee; or
 - (ii) where the employee rejects an offer of employment with the transmittee:
 - (A) in which the terms and conditions are substantially similar and no less favourable, considered on an overall basis, than the terms and conditions applicable to the employee at the time of ceasing employment with the transmittor; and
 - (B) which recognises the period of continuous service which the employee had with the transmittor and any prior transmittor to be continuous service of the employee with the transmittee.
- (b) The Commission may amend clause 4.6.13(a)(ii) if it is satisfied that it would operate unfairly in a particular case, or in the instance of contrived arrangements.

4.6.14 *Incapacity to pay*

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

4.6.15 *CIRT (Qld) Pty Ltd*

An individual employer may offset an individual's redundancy entitlements in whole or in part by payments into C.I.R.T. (Qld) Pty Ltd Redundancy Trust Fund.

4.6.16 *Employees of Queensland Government Departments*

The provision of clause 4.6 will not apply to the extent that the provisions of the redundancy arrangements are contained in a Directive issued by the Public Service Commissioner or the Minister for Industrial Relations pursuant to section 34 of the Public Service Act.

4.7 **Continuity of service - transfer of calling**

In cases where a transfer of calling occurs, continuity of Service should be determined in accordance with Sections 67-71 of the Act.

4.8 **Anti-discrimination**

4.8.1 It is the intention of the parties to this Award to prevent and eliminate discrimination as defined by the *Anti-Discrimination Act 1991* and the *Industrial Relations Act 1999* which includes:

- (a) discrimination on the basis of sex, marital status, family responsibilities, pregnancy, parental status, age, race, impairment, religion, political belief or activity, trade union activity, lawful sexual activity and association with, or relation to, a person identified on the basis of the above attributes;
- (b) sexual harassment; and
- (c) racial and religious vilification.

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

4.8.3 Under the *Anti-Discrimination Act 1991* it is unlawful to victimise an employee because the employee has made or may make or has been involved in a complaint of unlawful discrimination or harassment.

4.8.4 Nothing in clause 4.8 is to be taken to affect:

- (a) any different treatment (or treatment having different outcomes) which is specifically exempted under the *Anti-Discrimination Act 1991*;
- (b) an employee, employer or registered organisation, pursuing matters of discrimination, including by application to the Human Rights and Equal Opportunity Commission/Anti-Discrimination Commission Queensland.

4.9 Contract of employment

4.9.1 An employer may direct an employee to carry out such duties as are reasonably within the limits of the employee's skill, competence, and training consistent with the classification structure of this Award provided that such duties are not designed to promote deskilling.

4.9.2 An employer may direct an employee to carry out such duties and use such tools and equipment as may be required provided that the employee has been properly trained in the use of such tools and equipment where relevant.

4.9.3 Any direction issued by an employer pursuant to clauses 4.9.1 and 4.9.2 shall be consistent with the employer's responsibilities to provide a safe and healthy working environment.

4.10 Customs and practice

Existing customs and practices shall continue as at present unless specifically determined otherwise by the terms of the Award.

4.11 Forepersons working

It is agreed that in the normal function of their duties a foreperson may be called upon from time to time to demonstrate and train personnel in technological change or carry out the normal day to day training of apprentices under their control. However, if a foreperson wishes to use tools on a regular basis on site then it is the intention of the parties that the person would be encouraged to become a member of the Union in accordance with clause 11.3.

4.12 Piecework

Piecework of any description shall not be worked. Contract work for labour only or substantially for labour only shall be considered piecework within the meaning of clause 4.12.

4.13 Proportion

The proportion of trainee electrical linespersons to certified electrical linespersons shall not exceed one trainee electrical linesperson to every 2 certificated electrical linespersons in the employ of the employer.

4.14 Starting and finishing times

All employees shall be at their designated workplace ready to commence work and finish work at correct times. Any agreed walking and hand washing up time will be strictly adhered to by employees. Such Agreements shall keep effective time lost to an absolute minimum.

PART 5 - WAGES AND WAGE RELATED MATTERS

5.1 Award classifications

NOTE: Asterisk (*) denotes temporary classification (See clause 1.6)

- G1
 - Electrical Worker Grade 1
 - Electrical Labourer
- G2
 - Electrical Worker Grade 2
 - Electrical Tradespersons Assistant
 - * Lines Clearance Operator
- G3
 - Electrical Worker Grade 3
 - * Alarm Security Tester Grade 1
 - Electrical Storeperson
 - * Electronic Equipment Tester/Installer Grade 1
 - * Purchasing Clerk
 - * Television Antenna Installer/Erector
 - Truck Attendant
- G4 - Electrical Worker Grade 4
 - * Alarm Security Tester Grade 2
 - * Electronic Equipment Tester/Installer Grade 2
- G5 - Electrical Worker Grade 5
 - * Alarm Security Technician Grade 1
 - * Alarm Security Tester Grade 3
 - Electrical Fitter
 - Electrical Fitter (Instrumentation and Process Control)
 - Electrical Mechanic
 - * Electronic Serviceperson Grade 1
 - Joiner
 - Electrical Linesperson
 - Radio Mechanic
 - * Refrigeration/Air-Conditioning Mechanic or Serviceperson Grade 1
 - * Television/Radio/Electronic Serviceperson Grade 1
 - Television Mechanic
- G6 - Electrical Worker Grade 6
 - * Alarm/Security Technician Grade 2
 - * Electronic Serviceperson Level 2
 - Instrument Tradesperson
 - * Refrigeration/Air-Conditioning Mechanic or Serviceperson Grade 2
 - * Television/Radio/Electronic Serviceperson Grade 2
- G7 - Electrical Worker Grade 7
 - * Alarm/Security Technician Grade 3
 - Communications Tradesperson - Special Class
 - Electrical Linesperson - Live Line
 - Electrician Special Class

- * Electronic Serviceperson Grade 3
- Instrument Tradesperson - Complex Systems
- * Refrigeration/Air-Conditioning Mechanic or Serviceperson Grade 3
- * Television/Radio/Electronic Serviceperson Grade 3
- G8 -
 - Electrical Worker Grade 8
 - Electronic Tradesperson
 - Instrumentation and Controls Tradesperson
 - * Refrigeration/Air-Conditioning Mechanic or Serviceperson Grade 4
 - Installation Inspector [see clause 1.6 - Definitions]
- G9 - Electrical Worker Grade 9
 - * Alarm/Security Technician Grade 4
 - * Electronic Serviceperson Grade 4
 - * Television/Radio/Electronic Serviceperson Grade 4
- G10 - Electrical Worker Grade 10
 - * Electronic Serviceperson Grade 5
 - * Television/Radio/Electronic Serviceperson Grade 5

5.2 Skill streams

The Award provides a career path in 5 broad skill streams within the electrical/electronic industry:

5.2.1 *Stream One - Electrical (Construction/Service/Workshop)*

- (a) This includes all electrical work normally associated with the work of an Electrical Mechanic, Electrical Fitter, Electrician - Special Class and Electronic Tradesperson.
- (b) It includes electronic work to the extent that Electrician - Special Class and Electronic Tradesperson undertake electronic work as defined.

5.2.2 *Stream 2 - Electronic Service*

- (a) This includes the work described in clause 1.6 within the definitions of:
 - (i) Electronic Equipment Tester/Installer;
 - (ii) Television Antenna Installer/Erector;
 - (iii) Alarm/Security Tester;
 - (iv) Electronics Serviceperson;
 - (v) Television/Radio/Electronic Serviceperson;
 - (vi) Alarm/Security Technician.
- (b) The Electronic Service Stream will cover all types of electronic work not requiring the full range of skills and training of an electrical tradesperson. It includes, but is not limited to the following:
 - (i) computers, peripherals and other electronic equipment;
 - (ii) fire alarms, Security Alarm Systems and surveillance systems;
 - (iii) communications equipment and radio/television/public address systems.

5.2.3 *Stream 3 - Instrumentation*

This stream includes instrument and instrumentation work normally associated with the work of Instrument Tradespeople, Electrical/Instrument Tradespeople, Instrument Trades - Complex Systems and Instrumentation and Controls Tradespeople.

5.2.4 *Stream 4 - Refrigeration/Air Conditioning*

This stream includes work in or in connection with electrically operated refrigeration and air-conditioning, plant, equipment or systems.

5.2.5 *Stream 5 - Lines/Cable Work (Power Distribution)*

This stream includes all the work normally associated with the work of Linespersons and/or Cable Jointers and work in or in connection with, or incidental to the making, installation and maintenance of electrical distribution lines and systems.

5.3 Payment of wages

5.3.1 *Pay day*

- (a) Wages shall be paid weekly or fortnightly by agreement, in the employer's time, and not later than a Thursday on the production of a time card or other acceptable record of the hours worked for the week.
- (b) Provided that in any week in which a public holiday occurs one day after the normal pay day, wages shall be paid in that week 2 days prior to such public holiday.
- (c) Employers shall not hold more than 2 days' wages in reserve.
- (d) In the event that an employee, by virtue of the arrangement of the employee's ordinary working hours, is to take a day off which coincides with pay day, such employee shall be paid not later than the working day immediately following pay day. Provided that, where the employer is able to make suitable arrangements, wages may be paid on the working day preceding pay day.
- (e) An employee kept waiting for the employee's wages on pay day after the usual time for ceasing work shall be paid at overtime rates after 6 minutes. Adjustments of wages shall be rectified on the next following pay day.

5.3.2 *Employee's first pay day*

- (a) On the first pay day occurring during an employee's employment, the wages paid shall be whatever is due up to the completion of work on the previous day.
- (b) Clause 5.3.2 shall not apply to employers who make a practice of allowing advances to employees, approximating wages due.

5.3.3 *Statement of weekly wage rates*

On or prior to pay day, the employer shall provide each employee with a statement showing:

- (a) Date of payment
- (b) Period covered by the payment
- (c) Number of hours covered by the payment at:
 - (i) Ordinary wage rate; and
 - (ii) Overtime wage rate
- (d) Ordinary hourly rate and the amount paid at that rate
- (e) Overtime hourly rate(s) and the amount(s) paid at those rates
- (f) Gross wages paid
- (g) Net wages paid
- (h) Details of any deductions made
- (i) The amount of contribution paid to a superannuation fund

5.3.4 *Calculation of weekly wage rates*

- (a) An employee in any particular week of a work cycle, shall be paid wages on the basis of an average of 38 ordinary hours per week in each work cycle so as to avoid fluctuating weekly wage payments.
- (b) In such a case the averaging system applies and the weekly wage rates for ordinary hours of work applicable to the employee shall be the average weekly wage rate for the employee classification in clause 5.1 (Award Classifications). Under the averaging system, the employee accrues a monetary "credit" each day the employee works actual ordinary hours in excess of the daily average, which would otherwise be 7 hours 36 minutes.
- (c) An employee will not accrue a monetary credit for each day absent from duty other than on annual leave, long service leave, public holidays, paid sick leave, workers compensation, bereavement leave, or paid family leave.
- (d) Amount to be Deducted from Average Days Pay - An employee whose ordinary hours are arranged in accordance with clause 6.1 (Hours of Work) and who is paid wages in accordance with clause 5.4 (Employees Wages) and is absent from duty (other than on annual leave, long service leave, public holidays, paid sick leave, workers compensation, bereavement leave, or paid family leave), shall for each day the employee is absent lose average pay for that day by dividing the employee's average weekly rate by 5. An employee who is so absent from duty for part of a day, shall lose average pay for each hour or part thereof, the employee is absent from duty at an hourly rate calculated by dividing the employees average daily pay rate by 7.6.
- (e) The Credit to be Deducted for Rostered Days Off - When such an employee is absent from duty for a whole day the employee will not accrue a "credit", as the employee would not have worked ordinary hours that day in excess of 7 hours 36 minutes for which payment would otherwise have been made. The amount by which an employee's average Weekly Pay will be reduced when they are absent from duty (on other than an authorised absence) is to be calculated as follows:

Total of credits not accrued during cycle multiplied by the average Weekly Pay and divided by 38 hours.

5.3.5 *Method of payment of wages*

- (a) Wages may be paid by cash, cheque or direct transfer into the employees bank.
- (b) The method of payment of wages in the establishment may be varied if the employer and the majority of the employees agree. An employer and an employee may agree to vary the method of payment of wages.
- (c) In the case of employees paid by cheque, the employer shall, on pay day, if it is required by the employee have a facility available during ordinary hours for the cashing of the cheque.
- (d) In the case of employees paid by electronic funds transfer:
 - (i) If for any reasons beyond the control of the employer and the employee the transfer of funds is not affected at the nominated day, the employer shall advance the employee an agreed amount to be repaid by the employee on the day the wages are credited to the employee's account. If the employee does not repay the money as required, the employer will be entitled to withhold the amount involved from the employee's future wages or other entitlement. If an error is made and the amount credited to the employee's account exceeds the entitlement, the employee shall observe the procedure described in the preceding sentence. If the amount is less than the employee's entitlement, the employer shall pay by cash or cheque the amount of the shortfall.
 - (ii) Suitable alternative arrangements shall be made for sites in remote areas;
 - (iii) There shall be resolution of genuine difficulties which may arise for individual employees;
 - (iv) Any fees involved in the transfer of money into the employee's account shall be borne by the employer. (Up to a maximum of 2 accounts per employee).

5.3.6 *Payment on discharge*

When an employee is discharged, or leaves their employment in accordance with clauses 4.4, or 4.6, they shall be paid all moneys due to them as soon as practicable and, in any case, within twenty-four hours, excepting where a Sunday or public holiday intervenes, in which case they shall be paid such moneys not later than noon on the next succeeding working day.

If the employee is not so paid they shall, for such time as shall elapse between their discharge, or their leaving their employment as aforesaid, and their being paid, be paid at the ordinary time rate of pay.

5.4 **Employees wages**

5.4.1 *Electrical workers weekly award rate of pay*

The rates of pay applicable to the following Grades of employees in the Southern Division, Eastern District shall be as follows:

Classification	Base Rate Per Week \$	Additional Payment Per Week \$	Weekly Rate of Pay Per Week \$
Grade 1	596.60	34.30	630.90
Grade 2	617.40	34.30	651.70
Grade 3	638.30	34.30	672.60
Grade 4	661.10	34.30	695.40
Grade 5	680.00	53.50	733.50
Grade 6	700.90	53.50	754.40
Grade 7	742.60	34.30	776.90
Grade 8	784.30	34.30	818.60
Grade 9	805.20	34.30	839.50
Grade 10	865.70	34.30	900.00

C10 of the Engineering Award - State is the classification level upon which Grade 5 above has been calculated.

NOTE: The rates of pay in this Award are intended to include the arbitrated wage adjustment payable under the 1 September 2010 Declaration of General Ruling and earlier Safety Net Adjustments and arbitrated wage adjustments. This arbitrated wage adjustment may be offset against any equivalent amount in rates of pay received by employees whose wages and conditions of employment are regulated by this Award which are above the wage rates prescribed in the Award. Such payments include wages payable pursuant to certified agreements, currently operating enterprise flexibility agreements, Queensland workplace agreements, award amendments to give effect to enterprise agreements and overaward arrangements. Absorption which is contrary to the terms of an agreement is not required.

Increases made under previous State Wage Cases or under the current Statement of Principles, excepting those resulting from enterprise agreements, are not to be used to offset arbitrated wage adjustments.

Policy, excepting those resulting from enterprise agreements, are not to be used to offset arbitrated wage adjustments.

5.4.2 An additional non-adjustable all purpose amount of \$13.20 shall be paid to employees engaged prior to 1 February 1993 as Electrical Labourers.

5.4.3 The Weekly Rate of Pay incorporates the following pre-existing payments which formed part of the Award prior to 1 February 1993: Base Rate, Additional Allowance, Special Electrical Contracting Allowance*, and Tradesman's Allowance (Part (a)).

* The pre-existing Special Electrical Contracting Allowance incorporated compensation for:

Battery Work, Concrete Mixing, Confined Spaces, Dirt Money, Electrical Elevators, Extraordinary Conditions, Hammer and Drill Work, Special Hospitals, Painting Poles, Employees using Chain Saws and Accumulation of Special Rates.

5.4.4 *Calculation of weekly pay*

(a) Employees shall be classified into the Grade appropriate to their function and qualifications in line with clause 5.1 (Award Classifications).

(b) Total Weekly Award Rate of Pay

In all circumstances, the other allowances contained in clause 5.8 of the award, shall be added (where applicable) to the weekly rate of pay, to obtain the full payable rate for each classification.

N.B. - Travelling Time and Fares etc. may also apply.

5.4.5 *Proportion of additional payment applicable to apprentices*

Apprentices shall receive the following proportion of the Additional Payment applicable to an Electrical Worker Grade 5:

First year.....32%

Second year.....44%
Third year.....60%
Fourth year.....71%

5.5 Employees under 18 years of age

5.5.1 An employee under the age of 18 may be engaged to perform either:

- (a) general labouring duties primarily in a workshop;
- (b) storework; or
- (c) assisting adults erecting or installing antenna.

5.5.2 The employee shall work under the direct supervision of an adult and shall receive appropriate on-the-job training to enable the safe and competent performance of work. Such training should include: health and safety information, relevant equipment and material skills, documentation procedures and introduction to supervisors, fellow employees and Union delegate.

5.5.3 The minimum rates of wages for employees under 18 years, shall be the following percentage of the Weekly Rate of Pay for an Electrical Worker Grade 1 as specified in clause 5.4.1:

	%
Under 17 years of age	55
17 years and under 18	65

5.5.4 Rates of pay shall be calculated in multiples of 10 cents with any 5 cents or more being taken to the next highest cent multiple.

5.5.5 Upon reaching 18 years of age, an employee shall be classified and paid at the rate applicable to the work being performed.

5.5.6 All other conditions applicable to adult employees shall apply.

5.5.7 The proportion of employees under 18 years employed in the accordance of clause 5.5 shall not exceed one to every 2 adult employees.

5.5.8 *General*

Employees under 18 years:

- (a) shall not be employed on significant construction sites.
- (b) shall receive superannuation payments in accordance with clause 5.7 of this award.

An employer shall not employ employees under the age of 18 in any trade covered by this Award where the Training Recognition Council has prescribed such classifications as an apprenticeship trade.

5.6 Divisional and district allowances

In addition to the rates of wages set out in this Award for the Southern Division, Eastern District, the following amounts shall be paid to employees to whom this Award applies employed in the Divisions and Districts referred to hereunder:

	Per Week
	\$
Southern Division, Western District	1.05
Mackay Division	0.90
Northern Division, Eastern District	1.05
Northern Division, Western District	3.25

Provided always that the Divisional and District allowances for junior employees shall be half those prescribed for adult employees.

5.7 Superannuation

5.7.1 *Application*

In addition to the rates of pay prescribed by clause 5.4, employees shall be entitled to Superannuation provisions

prescribed in clause 5.7.

5.7.2 Definitions

- (a) "Eligible Employee" shall mean an employee, including an apprentice, engaged to work under the terms and conditions of this Award.
- (b) "The Plan" shall mean the Superannuation Plan for Electrical Contractors Queensland (S.P.E.C. Qld.) or any other Superannuation Plan approved in accordance with the Commonwealth Operational Standards for Occupational Superannuation Funds.
- (c) 'ordinary time earnings' shall mean the ordinary time rate of pay the employee receives for their ordinary hours of work
 - all work related allowances such as tool allowance, tradesperson's allowance, licence nominee's allowance, service increment, construction, reconstruction, alteration and repair and/or maintenance work allowances;
 - shift loading, qualification allowance (e.g. first aid), district/location allowances, leading hand allowances, forepersons allowance, and other supervisory allowances, mobility allowance; and
 - special rates including asbestos eradication allowances, multi-storey allowances, including service core allowance, height money, disability allowances such as live sewer allowance, special sites allowance and underground work allowance.

5.7.3 Contributions

- (a) Employers who are members of the Electrical Contractors' Association of Queensland will make minimum contributions to the Plan in the following manner:
 - (i) From the first day of January, 1988, an amount of \$6.50 per week.
 - (ii) From the first day of January, 1989, an additional amount of \$7.00 per week.
 - (iii) From the first day of July 1990, an amount equal to 3% of the employees ordinary time earnings. Each payment of contributions shall be rounded off to the nearest 10 cents.
- (b) Employers who are not members of the Electrical Contractors' Association of Queensland will make minimum contributions to the Plan in the following manner:
 - (i) From the first day of June, 1988, an amount of \$6.50 per week.
 - (ii) From the first day of January, 1989, an additional amount of \$7.00 per week.
 - (iii) From the first day of July 1990, an amount equal to 3% of the employees ordinary time earnings. Each payment of contributions shall be rounded off to the nearest 10 cents.
- (c) From the first day of July 2002, all employers will make minimum contributions of an amount equal to 9% of the employee's ordinary time earnings. Further adjustments to the percentage contribution shall be made in accordance with the *Superannuation Guarantee (Administration) Act 1992* (C'wth). Each payment of contributions shall be rounded off to the nearest 10 cents.
- (d) Unless otherwise agreed to between the Union and the employer, or their accredited representative, the obligation upon an employer to make Superannuation contributions under clause 5.5 shall be in addition to, and remain distinguishable from, any contributions being made by such an employer prior to the introduction of clause 5.5, in accordance with the Rules of the Particular Plan.
- (e) Contributions for part-time or casual employees, provided they are employed for a minimum of 10 hours per week or 40 hours per month, shall be on the same basis as full-time employees.
- (f) Cessation of Contributions - Employee eligibility for contributions to the Plan will cease at the end of the last day of employment with an employer. An employer will not be required to make any further contributions to the Plan after such date.
- (g) "Regular Payment" - The employer shall regularly pay the contributions outlined in clauses 5.7.3(a) and 5.7.3(b), to the credit of each such employee in accordance with the requirements of the Approved Fund Trust Deed, but in any event at least once in each calendar month.
- (h) "Absences from Work" - Contributions shall continue to be paid on behalf of an eligible employee during any absences on paid leave such as Annual Leave, Long Service Leave, Public Holidays, Sick Leave and

Bereavement Leave, but no employer shall be required to pay superannuation contributions on behalf of any eligible employee during any unpaid absences, except in the case of absence on workers' compensation. In the case of Workers' Compensation, the employer shall contribute in accordance with clauses 5.7.3(a) and 5.7.3(b), whenever the employee is receiving by way of workers' compensation, an amount of money no less than the Award rate of pay.

- (i) As to employees who belong to the religious fellowship known as the Brethren, who hold a Certificate issued pursuant to section 115 of the *Industrial Relations Act 1999* and are employed by an employer who also belongs to that fellowship contributions may be made to any Fund nominated by the employer and approved by the Brethren.

As to employees who hold a Certificate issued pursuant to section 115 of the *Industrial Relations Act 1999* where membership of a Fund cited in an Award would be in conflict with the conscientious beliefs of that employee in terms of section 115, contributions may be made to any Fund agreed to between the employer and the employee concerned.

5.7.4 *Freedom of choice*

No employer shall be required to make, or be prevented from making, contribution into more than one fund at any time.

5.8 Allowances

In addition to the above rates of wages the following allowances shall be paid. Where appropriate these allowances shall form part of the ordinary weekly wage for all purposes of the award (e.g. overtime, sick pay, annual leave, statutory holidays etc.).

5.8.1 *Construction, reconstruction, alteration, repair and/or maintenance work*

In addition to the rates prescribed by this Award, an employee working on "building construction work" (as defined herein), or "reconstruction, alteration, repair and/or maintenance work" (as defined herein), shall be paid \$25.30 all purpose per week which shall be treated as part of the ordinary weekly wage for the purposes of this Award to compensate for the following disabilities:

- (a) Climatic conditions when working in the open on all types of work;
- (b) The physical disadvantages of having to climb stairs or ladders;
- (c) Dust blowing in the wind on building sites;
- (d) Sloppy and muddy conditions associated with the initial stages of the erection of the building;
- (e) Dirty conditions caused by the use of form oil or from green timber;
- (f) Drippings from newly poured concrete;
- (g) The disability of working on all types of scaffolds other than a single plank swing scaffold or a bosun's chair;
- (h) The lack of the usual amenities associated with factory work (e.g. recreational facilities, sanitary conveniences, etc.); and
- (i) All other present disabilities not specifically compensated or allowed for by any other provision of this Award.

5.8.2 *Building construction work*

For the purposes of clause 5.8.2, building construction work shall be deemed to include all electrical work carried out during the construction of new buildings, the construction of additions to existing buildings and the necessary alterations to existing buildings to make them conform to any new additions and the demolition of buildings.

5.8.3 *Civil and mechanical engineering structures*

Employees working "on site" on structures which are primarily civil or mechanical engineering structures or installations such as power stations, grain elevators, and silos, oil refineries, wharves, jetties, piers, bridges, overpasses, underpasses, pipelines, water storage towers, sewerage construction work, dams, barrages, weirs or similar structures, traffic islands and concrete ornamental lakes and land reclamation and/or land clearing associated with estate development and building construction shall be paid the allowance as provided in clause 5.8.1 and shall be subject to the same proviso as contained therein.

5.8.4 *Reconstruction, alteration, repair and/or maintenance work*

For the purposes of this Award shall mean and include all electrical work performed on site in the reconstruction, alteration, repair and/or maintenance of wharves, jetties, piers, bridges, overpasses, underpasses, pipelines, water storage towers, sewerage construction work, dams, barrages, weirs, or similar structures, traffic islands and concrete ornamental lakes and land reclamation:

Provided that this definition shall not, in relation to dams, weirs and barrages include the following classes of work:

- (a) Operation of dam, weir or barrages;
- (b) Construction or maintenance of tourist facilities.

5.8.5 *Emergency work*

Employees called out on emergency work shall be entitled to payment for such work from the time of leaving home to commence that work until they return home from such work, but they must return home within a reasonable time, and payment shall be calculated accordingly, but such payment shall not be less than 3 hours wages at ordinary rates.

5.8.6 *First aid person*

When an employee, who holds an appropriate First Aid Certificate is appointed by the employer as a First Aid Attendant they shall be paid at the rate of \$13.90 per week, in addition to their ordinary rates.

5.8.7 *Foreperson*

- (a) Grade 1 - Shall receive in addition to all other amounts due an additional all purpose amount of \$67.10 per week.
- (b) Grade 2 - Shall receive in addition to all other amounts due an additional all purpose amount of \$100.80 per week.

5.8.8 *Height money*

Employees, other than linespersons and their assistants, required to perform work at a height from 15.25 metres to 22.87 metres from the ground or low-water level or nearest horizontal plane shall be paid at the rate of \$13.20 per week extra.

Employees required to perform work at a height of over 22.87 metres from the ground or low-water level or nearest horizontal plane shall be paid at the rate of \$19.90 per week extra.

5.8.9 *Leading hand*

In addition to the wages prescribed by this Award, Leading Hands shall be paid \$35.30 per week where these employees are employed for not less than 38 hours per week inclusive of statutory holidays and \$7.00 per day when required to work less than 38 hours.

This additional payment shall be regarded as part of the wage of the employee concerned and shall be taken into consideration in the computation of overtime, payment for annual leave, sick leave, statutory holidays, weekend work etc.

5.8.10 *Live sewer work*

Tradespersons and their assistants engaged on live sewer work shall be paid at the rate of time and a half for such work.

For this purpose "live sewer work" shall mean work carried out in situations where there is direct aerial connection with a sewer, through which sewerage is flowing. The term shall include mechanical and electrical equipment installed in association with any such sewer or sewerage pumping station or treatment works, but shall not apply to routine maintenance which does not require the dismantling of pumps etc. The term shall also include a minimum payment of one hour for work on pumps after removal from a pumping station or treatment works for cleaning or stripping.

Where aerial connection with a sewer is blocked by a disc, plug, valve, water seal or other means, the live sewer rate shall not apply.

Employees who are, on any day, required to carry out work in connection with the release of blockages in sewerage lines and connections thereto (including pumps) shall be paid not less than 4 hours at time and a half during ordinary hours or at the appropriate rate for overtime. All times involved in travelling to and from such operations shall be deemed to be time worked for this purpose:

Provided that clause 5.8.1 "Construction, Reconstruction, Alteration, Repair and/or Maintenance Work" shall not apply when employees are engaged on live sewer work.

5.8.11 *Mobility allowance*

An additional all purpose allowance at the rate of \$19.50 per week shall be paid to employees who are required to work away from the employer's workshop or recognised place of business:

Provided that any employee who works away from the employer's workshop or recognised place of business, on any day or part thereof, shall receive a minimum payment of an equivalent of 8 hours of this allowance.

5.8.12 *Motor vehicles drawing trailers*

Employees driving a motor vehicle to which a trailer is attached shall be paid in addition to the rates prescribed herein the extra applicable amount set out hereunder:

- (a) \$2.01 per day when drawing a loaded single axle trailer.
- (b) \$1.14 per day when drawing an empty single axle trailer.
- (c) \$2.60 per day when drawing a loaded trailer with more than one axle.
- (d) \$1.46 per day when drawing an empty trailer with more than one axle:

Provided that:

- (i) When in any day an employee drives a motor vehicle drawing an empty and a loaded trailer they shall be paid for that day the extra rate applicable for such loaded trailer.
- (ii) Not more than one trailer shall be attached and drawn at any one time.
- (iii) The extra payment prescribed herein shall not apply to employees driving articulated vehicles or machinery floats and/or low loaders.
- (iv) These allowances shall apply only in respect of the drawing of trailers having a loading capacity in excess of .508 tonnes.
- (v) The term "trailer" does not include caravans, compressors, concrete mixers, welding plants and road brooms.

For motor vehicles drawing caravans, compressors, concrete mixers or welding plants - An employee driving a motor vehicle to which any of the following is attached. *viz.*: caravan, compressor, concrete mixer or welding plant, shall be paid at the rate of 20.25c per hour or part thereof whilst so engaged, in addition to their rate of wages prescribed herein.

5.8.13 *Multi-storey allowance*

- (a) A multi-storey allowance shall be paid to compensate employees, engaged on construction on-site, for the disabilities experienced in, and which are peculiar to the construction of multi-storey buildings.
- (b) For the purpose of this Award a multi-storey building is a building which will, when complete, consist of not less than 5 storey levels.
- (c) For the purpose of clause 5.8.13, a storey level means structurally completed floor, pillars or columns, and ceiling (not being false ceilings) of a building, and shall include basement levels and mezzanine or similar levels (but excluding "half-floors" such as toilet blocks or store rooms located between floors).
- (d) A multi-storey allowance in accordance with the table set out below shall be payable to all employees engaged on construction on-site when one of the following components of the building:
 - (i) Structural Steel;
 - (ii) Reinforcing Steel;
 - (iii) Boxing or Walls;

rises above the 4th floor level. Such payment shall be increased to the appropriate amounts as shown in the table, when the structural steel, reinforcing steel, boxing or walls reach such designated level.

(e) The commencing point of measurement shall be the lowest main floor (including basement floor levels but excluding lift walls and shafts of the building). "Floor level" means that state of construction which, in the completed building, would constitute the walking surface of the particular floor level referred to in the table of payment.

(f) Multi-storey Rate - For work on the construction of multi-storeyed buildings the following shall apply:

From commencement of building to fifteenth (15) floor level - 46.45c per hour extra;

From sixteenth (16) floor level to thirtieth (30) floor level - 57.35c per hour extra;

From thirty-first (31) floor level to forty-fifth (45) floor level - 85.3c per hour extra;

From forty-sixth (46) floor level to sixtieth (60) floor level - \$1.1165 per hour extra;

From sixty-first (61) floor level onwards - \$1.3945 per hour extra.

(g) Payment of the allowance shall cease when the walls are completed and the employees are working under cover and the lifts or passenger/material hoists are available to employees:

Provided that the exclusion of odd wall panels, sections or windows for the purpose of entrance or exit of materials or the anchoring of cranes, external lifting devices or scaffolding shall not prevent the walls of a building being defined as completed.

(h) Service core - When a Service core is scheduled separately and erected as an advance part of the main structure, all employees engaged on the Service core shall be paid the appropriate special rate, set out in clause 5.8.13(i), applicable to the height to which the core has progressed in lieu of the multi-storey allowance prescribed by clause 5.8.13(f).

Where work on the Service core does not proceed for a full day, employees shall be paid at the appropriate rate for the actual hours worked:

Provided that on each and every day when work on the Service core proceeds for at least 8 hours employees engaged on the Service core will be paid for a minimum of 8 hours at the appropriate rate, irrespective of the hours an individual employee may work on the Service core on any day as part of their day's work.

(i) The Service core rates shall be:

Where the Service core exceeds 15 metres in height - 23.3 cents per hour with 37.25 cents per hour additional for work above each further 15 metres:

Provided that the Service core allowance and the multi-storey allowance shall not be cumulative.

5.8.14 *Nominee's allowance*

Any Electrical Mechanics who hold the qualifications eligible to be granted an Electrical Contractors' Licence, may be named as a nominee to an Electrical Contracting Company.

Where that nominee is required to fulfil the role of endorsee to the Electrical Contracting Company and sign the appropriate paperwork, an all purpose rate payment at the rate of \$63.40 per week or \$12.68 per day shall be paid.

5.8.15 *Tool allowance*

(a) Employees who possess the minimum tool list as agreed, and supply and use their own tools in the course of their work, shall be paid the Tool Allowance applicable hereunder:

	Per Week
	\$
Electrical Fitters and Electrical Mechanics	22.70
Automotive electricians, Radio Mechanics, Television Mechanics	17.00
Jointers and Linespersons	13.40

Minimum Tool List for an Electrical Mechanic:

1. Tool Box and Lock.
2. 8 various screwdrivers (at least one insulated and one phillips head).
3. Side Cutters/Knife.

4. Combination Pliers.
5. 2 Adjustable Wrenches, Small/Large.
6. Punch set.
7. Steel Rule/Steel Tape.
8. Spanners. (Metric). Set of 6 0/ring combination.
9. Multi Grips/Vice Grips.
10. Hammer.
11. Cold Chisel.
12. Hand Crimping Tool. (Similar to Utilux 00).
13. Combination Square.
14. Counter Sink Bit.
15. Wood Chisel.
16. Level.
17. Auger Bit.
18. Battery Operated Drill.
19. Gas Bottle (.79kg).
20. Hacksaw.

Variations to the above list may be agreed to between the parties.

All precision tools over 30 centimetres in length, files, and hacksaw blades, hand saws, heating appliances, stocks and dies, and pipe grips (over 25 centimetres in length) required in the fitting and repairs shop or in connection with work outside the shop shall be provided by the employer.

- (b) All employees shall be allowed such reasonable time as the employer deems necessary during working hours on the last working day of each week to put their tools, benches and machines in order.

(c) Storage of Tools:

Suitable accommodation shall be provided for the preservation of the employee's tools and clothing.

- (d) An electrical worker, whilst engaged on a construction site where they are unable to arrange suitable free storage accommodation for their tools, shall be provided with same by the employer.

- (e) Provided further that, where an employee is absent from work because of illness or accident occurring during working hours, the employer shall ensure that the employee's tools are either transported to the employer's premises or are securely stored during their absence.

(f) Compensation for Loss of Tools:

- (i) An employer shall on behalf on their employees replace tools lost by breaking and entering whilst securely stored at the employer's direction in a site shed, building, workshop or lockup on major construction sites to a maximum trade value of \$500.00.

- (ii) Provided that clause 5.8.15(f) shall not apply if the employer has requested the employee to supply a list of tools kept on the job and the employee has not supplied such a list.

- (iii) Provided further that the matter is reported to the police.

5.8.16 Tradespersons allowance

- (a) Persons who hold an Electrical Mechanics Certificate issued by the Electrical Workers' and Contractors' Board, or its equivalent, shall be paid an additional all-purpose amount of \$26.90 per week, for each week of their employment. Such payment is in recognition of the additional responsibilities assumed by such Tradespersons, for testing and connecting their own work, due to changes in the Electricity Act and Regulations which took effect from 1 May 1989, and from 1 July 1989, and which have specific relevance to the Electrical Contracting Industry.

- (b) The Allowance contained in clause 5.8.16(a), shall not apply in whole or in part to any person, until that person completes an apprenticeship or other equivalent training course.

5.8.17 Allowances - special sites

Additional Payment - Construction Workers - Weipa - In addition to all payments otherwise due, all employees employed on or in connection with construction work in the Weipa area shall be paid an amount of \$58.40 per week of 38 hours which shall be taken into consideration for the purposes of calculating annual leave, statutory holidays, sick pay and long service leave payments:

This additional amount of \$58.40 per week of 38 hours shall form part of the weekly wage in the calculation of overtime payments, annual leave pay, public holiday pay, sick pay and long service leave pay.

5.8.18 Travelling allowance and accommodation - special sites

- (a) Accommodation - Weipa Area - In substitution for those provisions contained in this Award relating to board, lodgings, and accommodation, employees employed on Construction Work in the Weipa area, and who are required either by direction of the employer or by reason of the distance from their homes to reside in accommodation provided by the employer shall be provided by the employer with board and accommodation free of charge and without deduction from the employees' wages:

Provided that the board and accommodation supplied by the employer in accordance with clause 5.8.18 shall be of a reasonably good and sufficient standard.

- (b) Travelling Time - Construction Workers - Weipa - In lieu of the provisions elsewhere contained for fares the following provisions shall apply to employees engaged on construction work in the Weipa area:

- (i) Except in the case of employees who are normally resident in Weipa or whose first enquiry for employment is made in person at Weipa, employees shall have their air fares provided by the employer when travelling to Weipa to start work

Upon termination of employment for other than serious misconduct, such employees shall be paid the equivalent of return air fares from Weipa to the point of engagement: Provided that, except in the case of employees who leave their employment for legitimate compassionate reasons, such employees continue to carry out their duties to the completion of the work for which they are engaged or for a period of at least 8 weeks.

- (ii) Employees entitled to the provisions of (a) above shall also be entitled to leave without pay as agreed between the employer and employee and free air fares from Weipa to Cairns and return after the first 8 weeks of employment: Provided such air fares are availed of and employment at Weipa continues thereafter.

The employee subject to a mutual arrangement with the employer, can nominate to take such leave at any time during the 4 weeks following the date of entitlement without affecting their future entitlement which shall occur every 8 weeks from the date of their original entitlement.

5.8.19 Underground work

Employees provided for in this Award who are employed at or in connection with mines, shall be paid, for working underground, 12 per cent more than the rate as specified in clause 5.4.1 (Employees Wages).

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

6.1 Hours of work

- 6.1.1 The ordinary hours of work shall not exceed an average of 38 per week and, subject to agreement between the employer and the majority of employees concerned, may be worked on one of the following bases:

- (a) By employees working less than 8 ordinary hours each day;
- (b) By employees working less than 8 ordinary hours on one or more days each work cycle;
- (c) By fixing one or more work days on which all employees will be off during a particular work cycle;
- (d) By rostering employees off on various days of the week during a particular work cycle, so that each employee has one work day off during that cycle:

Provided that a work cycle shall not exceed 4 weeks.

- 6.1.2 Subject to clause 6.1.7, employees may agree that the ordinary hours of work are to exceed 8 on any day, thus enabling more than one work day to be taken off during a particular work cycle.

- 6.1.3 Notwithstanding any other provision in clause 6.1, where the arrangement of ordinary hours of work provides for a rostered day off, the employer and the majority of employees concerned, may agree to accrue up to a maximum of 5 rostered days off. Where such agreement has been reached, the accrued rostered days off shall be taken within 12 calendar months of the date on which the first rostered day off was accrued. Consent to accrue rostered days off shall not be unreasonably withheld by either party.

- 6.1.4 Further, provided agreement is reached between an employer and the majority of employees concerned, or where an employer and an individual employee so agree, another ordinary working day may be substituted for the scheduled day off. However any substituted day shall be taken within 2 calendar months.
- 6.1.5 Different methods of implementation of the 38 hour week may apply to individual employees, groups or sections of employees in the business concerned.
- 6.1.6 The ordinary hours of work prescribed herein, shall be worked continuously, except for meal breaks and rest pauses, between 6.00 a.m. and 6.00 p.m. Mondays to Fridays inclusive.
- 6.1.7 The ordinary hours of work prescribed herein, shall not exceed 10 hours on any day; Provided that where the ordinary working hours are to exceed 8 on any day, the arrangement of such hours shall be subject to the agreement of the employer and the majority of employees concerned.

Provided further, that where any agreement is reached to work ordinary hours in excess of 8 in a day, the employer shall advise the Union in writing within 14 days of the commencement of such work under such arrangement.

- 6.1.8 Employees shall be entitled to a meal break of a minimum of 30 minutes and maximum of 60 minutes, to be taken any time between the fourth and the sixth hours from the commencement of duty.

6.2 Overtime

- 6.2.1 Except as hereinafter provided, all time worked in excess of that provided for in clause 6.1 or before the ordinary starting time or after the ordinary ceasing time shall be deemed overtime and shall be paid for at one and a-half times the ordinary rate for the first 3 hours and double time thereafter. Each day is to stand by itself when overtime is being computed, except where an employee commences overtime on one day and continues to work such overtime into the next day.

(a) Saturday - Employees required to work overtime commencing on Saturday shall be paid at one and a-half times the ordinary rate or the first 3 hours and double time thereafter with, except in the case of emergency, a minimum period of 3 hours work or payment therefore.

(b) Sunday - All overtime work done on Sundays shall be paid at the rate of double time.

- 6.2.2 The minimum payments provided in clause 6.2.1(b) shall not apply in the case of employees covered by clause 5.8.5 (Emergency Work).

(a) Where employees are required to report for work between midnight and 6.00 a.m. 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 7.00 a.m. Saturday.

(b) An employee recalled to work overtime, except in the case of an emergency where clause 5.8.5 (Emergency Work) would apply, after leaving their employer's business premises on Monday, Tuesday, Wednesday, Thursday or Friday (whether notified before or after leaving the premises) shall be paid for a minimum 4 hours work at the appropriate overtime rate for each time they are so recalled: Provided that, except in the case of unforeseen circumstances arising, the employee shall not be required to work the full 4 hours if the job they were recalled to do is completed within a shorter period:

Provided also that overtime worked in cases where it is customary for an employee to return to their employer's premises to perform a specific job outside their working hours, or where the overtime is continuous (subject to a reasonable meal break) with the completion or commencement of ordinary working time, shall not be regarded as overtime for the purposes of clause 6.2.2.

- 6.2.3 Minimum Payment for Sundays - When an employee is called upon to work on a Sunday, they shall, except in the case of emergency, receive a minimum of 3 hours pay at the rates prescribed in clause 5.4.1.
- 6.2.4 Overtime worked in any calling, in or in connection with which more than one shift per day is worked, shall be paid for at the rate of double time.
- 6.2.5 For all employees engaged in Shift Work, all time worked in excess of 8 hours in any one day shall be considered as overtime.
- 6.2.6 Systematic overtime shall not be worked; it shall be considered such when 3 continuous weeks' overtime has been worked:

Provided that clause 6.2.6 shall not apply when extra labour is not available forthwith.

6.2.7 The assignment of overtime by an employer to an employee shall be based on specific work requirements and the practices of "one in, all in" overtime shall not apply.

6.2.8 Meal hours or portion of meal hours worked shall be paid for at double time. When a meal hour is worked, there shall be a break of thirty minutes as soon as possible thereafter for "crib", for which no deduction of pay shall be made. No employee shall be required to work more than 6 hours without a break for a meal.

6.2.9 *Meal allowance*

An employee, other than an employee living in camp, who is required to continue work after the usual ceasing time shall be supplied with a reasonable meal at the employer's expense, or be paid a meal allowance of \$9.60 in lieu thereof, on the following basis:

(a) meal allowance provisions shall apply, where the overtime is of at least 2 hours duration, or at least one hours duration, if such overtime extends beyond 6.00 p.m.

(b) a further meal or meal allowance shall be provided after each period of 4 hours work.

In cases of emergency, where employees are unable to leave their work to procure a meal, the same shall be provided by the employer. No employee shall be required to work longer than 6 hours without a break for a meal.

6.2.10 When an employee has provided themselves with customary meals because of receipt of notice of intention to work overtime, they shall be entitled to an allowance of \$9.60 for each meal so provided in the event of the work not being performed or ceasing before the respective meal times.

6.2.11 *Crib break*

Employees who are required to continue work after their usual ceasing time, shall be entitled to a paid crib break on the following basis:

(a) a thirty (30) minute paid crib break, to be taken at the usual ceasing time, where the overtime is of at least 2 hours duration, or at least one hours duration, if such overtime extends beyond 6.00 p.m.

(b) a further 45 minutes paid crib break, shall be provided after each period of 4 hours work. No deduction of pay shall be made in respect of any such crib breaks.

6.2.12 *10 hour break*

An employee who works so much overtime between the termination of their ordinary work in one day and the commencement of their ordinary work on the next day, that the employee has not at least 10 consecutive hours off duty between those times shall, subject to clause 6.2.12, be released after completion of such overtime until the employee has had 10 consecutive hours off duty without loss of pay for ordinary working time occurring during such absence. If on the instructions of the employer such an employee resumes or continues work without having had such 10 consecutive hours off duty, they shall be paid double rates until the employee is released from duty for such period and they shall then 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:

Provided that, where an employee is recalled to work after the ordinary ceasing time, overtime worked in such circumstances shall not be regarded as overtime for the purposes of clause 6.2.12, where the actual time worked is less than 3 hours on such recall or on each of such recalls.

The provisions of clause 6.2.12 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:

(a) For the purpose of changing shift roster; or

(b) Where a shift worker does not report for duty; or

(c) Where a shift is worked by arrangement between the employees themselves.

6.2.13 When any portion of an hour is worked, employees shall receive payment in respect of any broken part of an hour, for not less than one half-hour at the current overtime rate.

6.2.14 Employees who, through working overtime, cannot obtain their ordinary method of conveyance to or from their homes, shall be conveyed to or from their homes by the employer or be paid "such expenses" as are incurred in travelling to or from their homes.

6.2.15 *Public holidays*

All time worked on the public holidays set out in clause 7.6 (Public Holidays) outside the ordinary working hours specified in this Award, prescribed by a roster, or usually worked on the day of the week on which the holiday is kept, shall be paid at double the rate prescribed by this Award for such time when worked outside such working hours on an ordinary working day.

6.2.16 When an employee works more than 4 hours overtime on a Saturday and/or Sunday they shall be entitled to a meal break of not more than one hour at the end of the fourth hour, provided that their overtime is to continue for not less than one hour after the meal break.

If such overtime continues to the tenth hour from the commencement of such overtime on such day, the employee shall be entitled to a further meal break of not more than one hour. Furthermore, where such overtime continues after the tenth hour from the commencement of such overtime on such day, the employee shall be entitled to a further meal break of not more than one hour after each additional 5 hours until such time as such overtime is completed.

Unless notified on the previous day of such overtime, the employee shall be paid \$9.60 for each meal.

6.2.17 Employees who perform work on their scheduled day off, or where it has been agreed to arrange a substitute day, on any substitute day, shall be paid the rates prescribed for work on Saturdays.

6.3 Shift work

6.3.1 *Definitions*

- (a) "Afternoon Shift" means any shift finishing after 6.00 p.m. and at or before midnight.
- (b) "Night Shift" means any shift finishing subsequent to midnight and at or before 8.00 a.m.
- (c) "Rostered Shift" means a shift which the employee concerned has had at least one weeks notice.

6.3.2 *Hours*

The ordinary hours of shift workers shall not exceed:

- (a) 8 hours in any one day or an average of 38 hours per week
- (b) A rostered day off may be taken by working 19 shifts in a 20 working day cycle and where possible the rostered day off will be linked to the weekend.

Subject to the following conditions such shift worker shall work at such times as the employer may require:

- (i) Apprentices shall not be required to work Shift Work.
- (ii) Shift Work will ideally be done by volunteers but in the absence of sufficient volunteers employers will nominate individuals to fill the roster, having regard to any individual's particular circumstances that may preclude that individual working afternoon or night shift.
- (iii) Such ordinary hours shall be worked continuously, except for meal breaks and rest pauses which shall be taken so as not to interfere with continuity of work..
- (iv) Except at regular changeover of shifts, employees shall not be required to work more than one shift each 24 hours
- (v) An employee shall not be required to work less than 3 or more than 5 hours without a break for a meal.
- (vi) Thirty minutes shall be allowed to shift workers each shift for crib which shall be counted as time worked.
- (vii) Employees shall be fully informed of the duration of the Shift Work requirements and given regular updates during the job on the final completion date.

Prior to Shift Work being introduced, employers shall discuss with their employees the need for Shift Work to be worked. Further, employees shall be fully informed in the expected duration of the Shift Work and shall be given regular updates during the currency of such Shift Work on the continued requirement to work Shift Work.

- (viii) Shift Work must be 5 days. In the case of broken shifts (i.e. less than 5 consecutive days Monday to Friday) the rates prescribed shall be the same as the present Award overtime rates for the actual time worked on the shift only.

6.3.3 Rosters

Shift rosters shall specify the commencing and finishing times of ordinary working hours of the respective shift.

Typical 2 and 3 shift days are listed below, based on Rostered Day Off.

3 shift day

	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20
	M	T	W	T	F	M	T	W	T	F	M	T	W	T	F	M	T	W	T	F
Emp 1	D	D	D	D	D	A	A	A	A	A	N	N	N	N	N	R	D	D	D	D
Emp 2	A	A	A	A	A	N	N	N	N	N	D	D	D	D	D	R	A	A	A	A
Emp 3	N	N	N	N	N	D	D	D	D	D	A	A	A	A	A	R	N	N	N	N

2 shift day

	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20
	M	T	W	T	F	M	T	W	T	F	M	T	W	T	F	M	T	W	T	F
Emp 1	D	D	D	D	D	A	A	A	A	A	D	D	D	D	D	R	A	A	A	A
Emp 2	A	A	A	A	A	D	D	D	D	D	A	A	A	A	A	R	D	D	D	D
Emp 3	D	D	D	D	D	A	A	A	A	A	D	D	D	D	D	R	A	A	A	A

Note:

- (a) R = Rostered Day Off - This may be moved to fit in with RDO normal programme currently running - Ideally RDO's will be taken around the weekend.
- (b) It is not necessary to have the workforce equally split but sufficient numbers should be on each shift to ensure safe working practices. However, wherever possible employees shall work a rotating shift system based on the 2 or 3 Shift Roster. Wherever possible all employees should work an equal number of day, afternoon and night shifts over the period.

6.3.4 Variation by agreement

If circumstances dictate that the above rosters are not appropriate then they may be varied by agreement between the employer and the State Secretary (or nominee) of the Union to suit the circumstances of the particular establishment. Such agreement shall not be unreasonably withheld.

6.3.5 Afternoon or night shift allowance

- (a) A shift worker whilst on afternoon shift shall be paid for such shifts 15 per cent more than the ordinary rate.
- (b) A shift worker who works on night shift shall be paid for such shifts 25 per cent more than the ordinary rate.
- (c) An employee who, during a period of engagement on shift;
 - (i) Works night shift only; or
 - (ii) Remains on night shift for a longer period than 4 consecutive weeks; or
 - (iii) Works on a night shift which does not rotate or alternate with another shift or with day work so as to give them at least one-third of working time off night shift in each cycle, shall during such engagement, period or cycle be paid 30 per cent more than the ordinary working hours on such night shift. (i.e. 30% extra on ordinary rates).

6.3.6 Saturday shifts

Saturday Shifts shall be paid at overtime rates applicable for work on Saturdays. Such extra rates shall be in substitution for and not cumulative upon the shift premiums prescribed in clause 6.3.5.

6.3.7 Overtime

- (a) Shift workers for all time worked in excess of or outside ordinary working hours prescribed by this Award shall be paid at the rate of double time.
- (b) When working overtime, for more than one hour, a crib break of 30 minutes shall be allowed at the normal ceasing time for which no deduction shall be made.
- (c) Overtime on public holidays shall be at double normal Shift Work overtime rates

6.3.8 *Public holidays*

Shift workers shall be paid for rostered shifts worked on gazetted public holidays at double time and a half.

6.3.9 *Sunday work*

Shift workers shall be paid for all time worked on Sunday at double time.

6.3.10 *Shutdowns ,breakdowns and emergency situations*

- (a) Management will define urgent repair or breakdown work and will seek volunteers; management will nominate individual's to meet requirements if there are not sufficient volunteers, having regard to any individual's particular circumstances that may preclude that individual working afternoon or night shift.
- (b) Management will be able to utilise short term shift rosters, Monday to Friday, in conjunction with extended overtime over weekends and rostered days off, on occasions requiring urgent repair or breakdown of plant or machinery.

The duration of any one period so worked will be limited to 2 weeks.

6.3.11 *10 Hour break*

- (a) An employee who does not receive a 10 hour break before commencing short term Shift Work shall be entitled to double ordinary time for the first afternoon or night shift, or part thereof worked, and short term conditions and penalty rates for subsequent shifts.
- (b) An employee who receives a 10 hour break prior to returning to day work shall be entitled to ordinary time for the hours that would normally be worked during the break period.
- (c) An employee who does not receive a 10 hour break prior to returning to day work shall be paid double ordinary time for all hours worked until released for a 10 hour break.

6.4 **Rest pauses**

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

Provided that where there is agreement between the employer and the majority of employees concerned, the rest pauses may be combined into one 20 minute rest pause, to be taken in the first part of the ordinary working day, with such 20 minute rest pause and the meal break arranged in such a way that the ordinary working day is broken up into 3 approximately equal working periods.

Consent to combine rest pauses shall not be unreasonably withheld by either party.

PART 7 - LEAVE OF ABSENCE AND PUBLIC HOLIDAYS

7.1 Annual leave

7.1.1 *Entitlement*

- (a) An employee shall be entitled to leave of absence on full pay, for a period equal to 4 weeks for each period of 12 months' Service (less the period of leave) with their employer: Provided that, employees employed on Shift Work where 3 shifts per day are worked over a period of 7 days per week, shall be entitled to not less than 5 weeks for each period of 12 months' Service (less the period of leave).
- (b) The annual leave prescribed by clause 7.1 shall be exclusive of any of the holidays prescribed by clause 7.6 (Public holidays) of this award and if any such holiday falls within an employee's period of annual leave and is observed on a day, which in the case of that employee would have been an ordinary working day, there shall be added to the period of annual leave, time equivalent to the ordinary time which the employee would have worked, if such day had not been a holiday.

- (c) Where a holiday falls during the period of annual leave and the employee fails to attend for work without reasonable cause at the expected resumption of work, they shall not be entitled to payment for any such holiday.
- (d) By agreement between the employer and employee, an employee may take annual leave in 2 separate periods. The second period is to be taken within 6 months of the leave falling due.
- (e) Provided that if an employee, who works an average of 38 ordinary hours per week, is granted leave in 2 portions they shall not be entitled to a greater number of rostered days off per year than an employee who is granted annual leave in only one portion.

7.1.2 *Payment for annual leave*

- (a) An employee before going on leave shall be paid the amount of wages they would have received in respect of ordinary time they would have worked had they not been on leave during the relevant period.
- (b) For the purpose of clause 7.1 wages payable for annual leave shall be calculated by including the following where applicable:
 - (i) The rate prescribed by clauses 5.5 (Employees Wages), 5.8.16 (Tradespersons Allowance), 5.8.9 (Leading Hand), 5.8.14 (Nominees Allowance) and 5.8.7 (Forepersons Allowance) for the classification in which the employee was ordinarily employed immediately prior to the commencement of their leave or the termination of their employment as the case may be.
 - (ii) The rate prescribed for work in ordinary time by clause 6.3 (Shift Work) according to the employee's roster or projected roster including Saturday and Sunday shifts.
 - (iii) Any other rate to which the employee is entitled in accordance with their contract of employment for ordinary hours of work, provided that this provision shall not operate so as to include any payment which is of a similar nature to, or is paid for the same reasons as, or is paid in lieu of these payments prescribed by clause 8.1.5 (Travelling Time and Fares) and clause 6.2 (Overtime) nor any payment to the employee for reimbursement for expenses incurred.

7.1.3 *Annual leave loading*

- (a) During a period of annual leave an employee shall receive a loading calculated on the wages they would have received, in respect of the ordinary time they would have worked, prior to the commencement of their leave or the termination of their employment.
- (b) The loading shall be 17.5% of the wages as prescribed in clause 7.1.2.
- (c) The loading prescribed above shall also apply to proportionate leave on lawful termination, but shall not apply where an employee is dismissed by the employer for reasons of malingering, inefficiency or neglect of duty:

Provided that where the employee would have received shift loadings prescribed by clause 4.4 (Shift Work), had they not been on leave during the relevant period and such loadings would have entitled them to a greater amount than the loading of 17.5%, then the shift loadings shall be added to the rate of wages prescribed by clause 7.1.12 in lieu of the 17.5% loading.

Provided further that if the shift loading would have entitled them to a lesser amount, than the loading of 17.5%, then such loading of 17.5% shall be added to the rate of wage prescribed by clause 7.1.2 in lieu of the shift loadings.

7.1.4 *Employment during leave*

An employee shall not offer their services to any other employer during the period they are on paid annual leave and an employer shall not engage an employee who is on paid annual leave.

7.1.5 *Payment in lieu of annual leave*

The annual leave provided for shall be allowed and shall be taken and except as specially provided, payment shall not be made or accepted in lieu of annual leave.

7.1.6 *Leave to be taken*

Annual leave shall be taken, at a time mutually agreed upon by the employer and employee, and in the absence of

agreement annual leave shall be given at a time fixed by the employer, within a period not exceeding 6 months from the date when the right to annual leave accrued and after not less than 2 weeks' notice to the employee.

7.1.7 Calculation of service with the employer

- (a) Service before the date of this award shall be taken into consideration for the purpose of calculating annual leave, but an employee shall not be entitled to leave or payment in lieu thereof for any period in respect of which leave or a payment in lieu thereof has been allowed.
- (b) The period of annual leave shall be calculated to the nearest day; any broken part of a day in the result not exceeding half a day is to be disregarded.
- (c) Where the employer is a successor, assignee or transferee of a business, if an employee was in the employment of the employer's predecessor at the time when they became such a successor or assignee or transferee, Service with the employer's predecessor shall be deemed to be service of the employer.

7.1.8 Calculation of continuous service for annual leave

- (a) Continuous employment, for the purposes of clause 7.1, means weekly employment until termination of employment.
- (b) For the purpose of clause 7.1 Service shall be deemed to be continuous notwithstanding:
 - (i) Any interruption or termination of the employment by the employer if such interruption or termination has been made merely with the intention of avoiding obligations hereunder in respect of leave or absence.
 - (ii) Any absence from work on account of personal sickness or accident or on account of leave lawfully granted by the employer; or
 - (iii) Any absence with reasonable cause, proof whereof shall be upon the employee.
 - (iv) In cases of personal sickness or accident or absence with reasonable cause for the employee to become entitled to the benefit of clause 7.1.8 they shall inform the employer in writing if practicable, within 24 hours of the commencement of such absence, of their inability to attend for duty and as far as practicable, the nature of the illness, injury or cause and the estimated duration of their absence. A notification given by an employee pursuant to clause 7.2 (Sick Leave) shall be accepted as a notification under clause 7.1.8.
 - (v) Any absence from work by reason of any cause not being a cause specified in clause 7.1.8(b) shall not be deemed to break the continuity of Service for the purpose of clause 7.1.8, unless the employer during the absence or within 14 days of the termination of the absence notifies the employee, in writing, that such absence will be regarded as having broken the continuity of Service.
 - (vi) In cases of individual absenteeism such notice shall be given in writing to the employee concerned but in cases of concerted or collective absenteeism notice may be given to employees by the posting up of a notification in a position reasonably accessible to them in the manner in which general notifications to employees are usually made by the employer and by posting to the Union whose members have participated in such concerted or collective absenteeism a copy of it not later than the day it is posted up.
 - (vii) A notice to an individual employee may be given by delivering it to the employee personally, or by posting it to their recorded address, in which case it shall be deemed to have reached them in due course of post.
 - (viii) In calculating the period of 12 months' continuous Service, any such absence as aforesaid shall not, except to the extent of not more than 13 weeks in a 12 monthly period in the case of sickness or accident, be taken into account in calculating the period of 12 months' continuous Service.

7.1.9 Leave allowed before due time

- (a) An employer may allow an employee to take annual leave before the right to take it has accrued, but where such leave is taken, a further period of annual leave shall not commence to accrue until after the expiration of the 12 months in respect of which annual leave had been taken before it accrued.
- (b) Where annual leave or part thereof has been granted before the right to take it has accrued and the employee subsequently leaves or is discharged from the Service of the employer before completing the 12 months continuous Service in respect of which the leave was granted; and the amount paid by the employer to the

employee for the annual leave or part so taken in advance exceeds the amount which the employer is required to pay to the employee on termination, the employer shall not be liable to make any payment to the employee under clause 4.4.2 (Payment on discharge) and shall be entitled to deduct the amount of excess from any remuneration payable to the employee upon the termination of employment.

7.1.10 Proportionate leave on termination

- (a) If after one week's continuous Service in any qualifying 12 monthly period, an employee lawfully leaves their employment or their employment is terminated by the employer through no fault of the employee, the employee shall be paid at the appropriate rate of wage prescribed in clause 5.4 (Employees Wages) for 2.923 hours for each completed week of continuous Service.

Continuous Service is as defined in clause 7.1.8

Provided that continuous shift workers shall be paid for 3.654 hours for each completed week of continuous Service.

- (b) In addition to the provisions of 7.1.8(a) an employee who has accrued annual leave entitlements during previous 12 monthly periods as prescribed by clause 7.1 shall be paid their cumulative entitlements upon termination.

7.1.11 Annual close down

- (a) Notwithstanding the provisions of clause 7.1.1 a principal employer may by 2 months notice in writing exhibited on a noticeboard in their establishment, project or business, declare that their establishment, project or business shall observe a complete Christmas - New Year close-down period at the next following Christmas - New Year. In a case where an employee has not completed 12 months' Service at the Christmas - New Year close-down, such employee shall, provided that they have been employed continuously for one week or more, be entitled to leave on a pro rata basis for each week of continuous Service and such an employee may be stood down for the duration of the close-down period, provided that any such employee shall be paid for all public holidays occurring during the close-down period.
- (b) For the purpose of clause 7.1.11(a), close-down shall be deemed to mean a period of not less than 4 consecutive weeks, inclusive of public holidays, commencing not earlier nor later than one clear working day before Christmas Day. Provided that the close-down period may not extend for longer than 3 consecutive weeks, exclusive of public holidays, where the employees agree with their employer that annual leave may be taken in 2 periods.
- (c) An employer in conjunction with an accredited representative of the Union involved may seek such an agreement with their employees on a particular project, establishment or business by means of a secret ballot. In the event of a majority in favour of 2 periods of leave, then that employer may close down that project for a period of 2 consecutive weeks at Christmas - New Year, exclusive of public holidays, and grant the remaining weeks leave at some other time of the year within 6 months from the date when the right to annual leave first occurred.

7.1.12 Annual leave records

Every employer shall keep or cause to be kept an annual leave record showing the date of commencement of employment, the date on which the last leave became due, and the date upon which the last leave was taken.

7.1.13 Emergency persons

In addition to the leave hereinbefore prescribed for other than shift workers, employees engaged as emergency persons who make agreements in writing with their employers to hold themselves in readiness to do overtime work at all hours shall be allowed one week's leave exclusive of statutory holidays, if any such holidays fall within the period of annual leave.

7.1.14 Accrual of annual leave

If any such annual leave shall not have been taken as it falls due from time to time, such leave shall be cumulative from year to year for a period not exceeding 3 years.

7.2 Sick leave

7.2.1 Entitlement

- (a) (i) Where employees work more than 8 ordinary hours per day they shall be entitled to 64 ordinary hours of sick leave for each completed year of service; and

(ii) In all other cases, an employee shall be entitled to 8 ordinary days of sick leave for each completed year of service with an employer.

- (b) In any case, in respect of any completed period of employment of less than one year with an employer, an employee shall become entitled to one ordinary day sick leave for each 6 weeks of such period.
- (c) Payment for sick leave will be made based on the number of hours which would have been worked by the employee if the employee were not absent on sick leave.

Leave entitlements that accrued prior to 1st April 1990 shall be maintained in accordance with the relevant provisions of the Engineering Award - State 2002.

- (d) Sick leave may be taken for part of a day.
- (e) Sick leave shall be cumulative, but unless the employer and employee otherwise agree, no employee shall be entitled to receive, and no employer shall be bound to make, payment for more than 13 weeks' absence from work through illness in any one year.

7.2.2 Employee must give notice

- (a) The payment of sick leave is subject to the employee promptly advising the employer of the employee's absence and its expected duration.
- (b) An employee employed "on site" shall, other than in exceptional circumstances, notify their employer of their absence or their likely absence from work through illness within 2 hours of their scheduled starting time to enable a replacement to be arranged. Employees on Shift Work shall where possible notify their employer during company working hours.

7.2.3 Evidence supporting a claim.

When the employee's absence is for more than 2 days the employee is required to give the employer a doctor's certificate about the nature of the illness and the approximate period during which the employee will be unable to work, or other reasonably acceptable evidence.

7.2.4 Accumulated sick leave

An employee's accumulated sick leave entitlements are preserved when:

- (a) The employee is absent from work on unpaid leave granted by the employer;
- (b) The employer or employee terminates the employee's employment and the employee is re-employed within 3 months;
- (c) The employee's employment is terminated because of illness or injury and the employee is re-employed by the same employer without having been employed in the interim.

The employee accumulates sick leave entitlements whilst absent from work on paid leave granted by the employer.

7.2.5 Workers' compensation

Where an employee is in receipt of workers' compensation, the employee is not entitled to concurrent payment of sick leave.

7.3 Bereavement leave

7.3.1 Full-time and part-time employees

Full-time and part-time employees shall, on the death of a member of their immediate family or household in Australia, be entitled to paid bereavement leave up to and including the day of the funeral of such person. Such leave shall be without deduction of pay for a period not exceeding the number of hours worked by the employee in 2 ordinary days of work. Proof of such death is to be furnished by the employee to the satisfaction of the employer.

7.3.2 Long-term casual employees

- (a) A long-term casual employee is entitled to at least 2 days unpaid bereavement leave on the death of a member of the person's immediate family or household in Australia.

- (b) A "long-term casual employee" is a casual employee engaged by a particular employer, on a regular and systematic basis, for several periods of employment during a period of at least 1 year immediately before the employee seeks to access an entitlement under clause 7.3.2(a).

7.3.3 "Immediate family" includes:

- (a) A spouse (including a former spouse, a *de facto* spouse and a former *de facto* spouse, spouse of the same sex) of the employee; and
- (b) A child or an adult child (including an adopted child, a foster child, an ex-foster child, a stepchild or an ex-nuptial child), parent, grandparent, grandchild or sibling of the employee or spouse of the employee.

7.3.4 *Unpaid leave*

An employee with the consent of the employer, may apply for unpaid leave when a member of the employee's immediate family or household in Australia dies and the period of bereavement leave entitlement provided above is insufficient.

7.3.5 *Leave on family member's death outside Australia*

An employee is entitled to a maximum of 2 days paid bereavement leave on the death outside of Australia of an employee's spouse, father, mother, child (including adopted child, foster child or ex-foster child or step child), and where the employee travels outside Australia to attend the funeral. Proof of such death is to be provided by the employee to the satisfaction of the employers.

7.4 Long service leave

All employees covered by this Award are entitled to long service leave on full pay under, subject to, and in accordance with, the provisions of Chapter 2, Part 3, Sections 42-58 of the Act as amended from time to time, and as applicable, the *Building and Construction Industry (Portable Long Service Leave) Act 1991*.

7.5 Family leave

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

7.5.1 It is to be noted that:

- (a) part-time work can be performed by agreement in the circumstances specified in the Family Leave Award;
- (b) a copy of the Family Leave Award is required to be displayed in accordance with section 697 of the Act.

7.5.2 The Family Leave Award also provides for the terms and conditions of leave associated with:

- (a) Maternity leave
- (b) Parental leave
- (c) Adoption leave
- (d) Special responsibility leave for the care and support of the employee's immediate family or household.

7.6 Public holidays

7.6.1 Subject to clause 7.6.8, an employee who would ordinarily be required to work on a day on which a public holiday falls is entitled to full pay for the time the employee would ordinarily have been required to perform work on that day.

7.6.2 Subject to clause 7.6.8, all work done by any employee on:

- ~ the 1st January;
- the 26th January;
- Good Friday;
- Easter Saturday (the day after Good Friday);
- Easter Monday;
- ~ the 25th April (Anzac Day);
- ~ The Birthday of the Sovereign;
- ~ Christmas Day; and

Boxing Day; or
any day appointed under the *Holidays Act 1983*, to be kept in place of any such holiday

shall be paid for at the rate of double time and a-half with a minimum of 4 hours.

7.6.3 *Labour Day*

All employees covered by this Award shall be entitled to be paid a full days wage for Labour Day (the first Monday in May or other appointed under the *Holidays Act 1983*, to be kept in place of that holiday) irrespective of the fact that no work may be performed on such day, and if any employee concerned actually works on Labour Day, such employee shall be paid a full days wage for that day and in addition, a payment for the time actually worked by them at one and a-half times the ordinary rate prescribed for such work with a minimum of 4 hours.

7.6.4 *Annual show*

All work done by employees in a district specified from time to time by the Minister by notification published in the *Industrial Gazette* on the day appointed under the *Holidays Act 1983*, to be kept as a holiday in relation to the annual agricultural, horticultural or industrial show held at the principal city or town, as specified in such notification, of such district shall be paid for at the rate of double time and a-half with a minimum of 4 hours.

In a district in which a holiday is not appointed for an annual agricultural, horticultural or industrial show, the employee and employer must agree on an ordinary working day that is to be treated as a show holiday for all purposes.

7.6.5 *Double time and a-half*

For the purposes of clause 7.6, "double time and a-half" shall mean one and a-half day's wages in addition to the ordinary weekly rate of pay, or *pro rata* if there is more or less than a day.

7.6.6 *Stand down*

Any employee, with 2 weeks' or more of continuous Service, whose employment has been terminated by the employer or who has been stood down by the employer during the month of December, and who is re-employed in January of the following year, shall be entitled to payment at the ordinary rate payable to that employee when they were dismissed or stood down, for any one or more of the following holidays, namely, Christmas Day, Boxing Day and the 1st January (New Year's Day).

7.6.7 *Employers to give notice regarding holiday*

Employers shall, except under unforeseen circumstances, give their employees not less than 2 clear days' notice as to whether a holiday is to be observed or worked.

7.6.8 *Substitution*

Where there is agreement between the majority of employees concerned and the employer, and subject to statutory limitations, other ordinary working days may be substituted for the public holiday specified in clause 7.6:

Provided that, where an employee is subsequently required to work on such substituted day, the employee shall be paid the rate applicable for the holiday that has been substituted.

7.6.9 *Employees who do not work Monday to Friday of each week*

Employees who do not ordinarily work Monday to Friday of each week are entitled to public holidays as follows:

- (a) A full-time employee is entitled to either payment for each public holiday or a substituted day's leave.
- (b) A part-time employee is entitled to either payment for each public holiday or a substituted day's leave provided that the part-time employee would have been ordinarily rostered to work on that day had it not been a public holiday.
- (c) Where a public holiday would have fallen on a Saturday or a Sunday but is substituted for another day all employees who would ordinarily have worked on such Saturday or Sunday but who are not rostered to work on such day are entitled to payment for the public holiday or a substituted day's leave.
- (d) Where Christmas day falls on a Saturday or a Sunday and the public holiday is observed on another day an employee required to work on Christmas day (i.e. 25 December) is to be paid at the rate of double time.
- (e) Nothing in clause 7.6.9 confers a right to any employee to payment for a public holiday as well as a substituted day in lieu

7.7 Jury service

An employee, other than a casual employee, required to attend for jury service during their ordinary working hours shall be reimbursed by the employer an amount equal to the difference between the amount paid in respect of their attendance for such jury service and the ordinary pay the employee would have been paid if the employee was not absent on jury service.

Alternatively, by agreement, fees (other than meal allowance) received by the employee to attend jury service will be paid to the employer and the employer will continue to pay the employee their ordinary pay for the time the employee was absent on jury service.

Employees shall notify their employer as soon as practicable of the date upon which they are required to attend for jury service and shall provide their employer with proof of such attendance, the duration of such attendance and the amount received in respect thereof.

If the employee is not required to serve on a jury for a day or part of a day after attending for jury service and the employee would ordinarily be working for all or part of the remaining day, the employee must, if practicable, present for work at the earliest reasonable opportunity.

"Ordinary pay" means the rate of pay that an employee would normally expect to receive for working ordinary hours on an ordinary day of the week, including any over-award payment. "Ordinary pay" excludes overtime, penalty rates of all types - including those attaching to working ordinary hours (for example) on a Saturday, disability allowances, shift allowances, special rates, fares and travelling time allowances, bonuses and other ancillary payments of a like nature.

PART 8 - TRANSFERS, TRAVELLING AND WORKING AWAY FROM USUAL PLACE OF WORK

8.1 Country work

8.1.1 When an employee is engaged upon Country Work, their employer shall pay all their fares; such fares shall be second class when travelling by rail during the day time, and saloon when travelling by boat and economy class when travelling by air. When travelling by rail during the night time first class fares and sleeping berth tickets shall be provided when available.

8.1.2 When required to travel to or from a job during working hours, employees shall be paid at ordinary rates for the time spent in travelling, also for ordinary working hours during which they may be kept waiting after their arrival at or on completion of the job. During such time the employer shall pay the employee \$9.60 per meal.

8.1.3 All employees required to travel by rail, road or air during hours outside the ordinary working hours shall be paid at ordinary rates for the actual time of such travelling excepting on Sundays and public holidays when they shall be paid one and a-half times the ordinary rate:

Provided that the maximum number of such hours on each outward and homeward journey to be so paid for shall be 12 per day. Reasonable allowances shall be paid to employees on such outward or homeward journey. All employees travelling by boat shall receive saloon fares, reasonable allowances and ordinary wages for 8 hours per day while so travelling.

8.1.4 Where employees are required to remain away from home overnight, the employer shall supply suitable board including 3 adequate meals each day and sleeping accommodation, or pay to employees an allowance of \$50.00 per day for the first 7 days and \$350.00 per week (of 7 days) thereafter.

Where an employee returns home for a weekend or part of a weekend and does not absent themselves from the job for any of the ordinary working hours, no reduction of the allowance in clause 8.1 shall be made.

Where in the performance of their work employees are obliged to live in camp, they shall be paid \$81.24 per week in addition to the rates hereinbefore prescribed, and tents with suitable flies and suitable wooden flooring, 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 tents, wooden flooring, stretchers, camp and cooking utensils wilfully or by reason of negligence.

8.2 Travelling time and fares

8.2.1 The following allowances shall apply to employees to compensate them for excess travelling time and fares.

8.2.2 Unless otherwise stated these provisions are in substitution for the existing provisions contained in clause 8.1.

8.2.3 Any employee who is required to travel in their own time to and from their place of work, away from, but within a radius of 30km or 50km as the case may be, from their employer's workshop or recognised place of business

where the employee was engaged to commence employment, shall be paid an allowance as follows:

- (a) Up to 30km radius \$8.92 per day excess fares plus 15 minutes per day excess travelling time at the ordinary rate.
- (b) More than 30km radius but less than 50km radius \$8.92 per day excess fares plus thirty minutes per day excess travelling time at the ordinary rate.
- (c) Any employee who is required to commence and/or finish work on distant work in excess of 50km radius from the employers workshop or recognised place of business shall be entitled to the provisions of clause 8.1 (Country Work). Notwithstanding the definition of Country Work in clause 1.6.(Definitions) the definition is deemed to apply at 50km from the employers workshop or recognised place of business:

Provided that the minimum payment under clause 8.2 shall be that expressed in clause 8.2.3(b) except where employees are required to remain away from home overnight as provided in clause 8.1.4 where the Country Work provisions of clause 8.1.3 shall apply.

8.2.4 On Sundays and Public Holidays the rate for travelling time shall be one and a-half times the ordinary rate.

8.2.5 Where the employer provides a vehicle or transport with suitable safe permanent seating accommodation, free of charge, to and from their place of work the fares provisions in clause 8.2 will not be payable:

Provided the number of persons carried in any vehicle does not exceed the number that vehicle is registered to carry.

8.2.6 Clauses 8.2.3(a),(b) and (c) do not apply to employees who start and finish work at the normal times at the employer's workshop or recognised place of business.

8.2.7 Where an employee is required by their employer to travel to any other job, site or place of work during the course of their employment, they shall be paid all fares necessarily incurred. All time spent on such travel shall be regarded as time worked and paid at the appropriate rate:

Provided that where an employee agrees to use their own vehicle in their employer's interest they shall be paid the following amounts in lieu of fares:

- (a) When using their own bicycle - \$6.03 per week;
- (b) When using their own motorcycle - 31c per km or part thereof;
- (c) When using their own motorcycle and sidecar - 37c per km or part thereof;
- (d) When using their own motor car:
 - (i) Up to 1.5 L - 43c per km or part thereof;
 - (ii) Over 1.5L and up to 2.5L - 45c per km or part thereof;
 - (iii) Over 2.5L - 52c per km or part thereof.

8.2.8 For the purpose of clause 8.2.3:

- (a) Where the employer has no recognised workshop or place of business, or where the employer's workshop or place of business is outside the State, the distance (for the purpose of reckoning fares and travelling time) shall be calculated from the General Post Office, Brisbane, or outside Brisbane, from the principal Post Office of the nearest town.
- (b) Where the employer has more than one workshop or recognised place of business in Queensland, the radius of 30 km or 50 km shall apply from the workshop or recognised place of business nearest to the employee's normal place of residence.
- (c) A construction site is not deemed to be a workshop or recognised place of business.

PART 9 - TRAINING AND RELATED MATTERS

9.1 Commitment to training

9.1.1 The parties to this Award recognise that in order to increase the efficiency and productivity of the Electrical Contracting Industry, a continuing commitment to training and skill development is required. Accordingly, the

parties commit themselves to:

- (a) developing a more suitably skilled and flexible workforce;
- (b) providing employees with career opportunities through appropriate training to acquire additional skills; and
- (c) removing barriers to the utilisation of skills acquired.

9.1.2 Where it is agreed a training committee be established, that training committee should be constituted by equal numbers of employer and employee representatives and have a charter which clearly states its role and responsibilities, for example.

- (a) formulation of a training programme and availability of training courses and career opportunities to employees;
- (b) dissemination of information on the training programme and availability of training courses and career opportunities to employees;
- (c) the recommending of individual employees for training and reclassification;
- (d) monitoring and advising management and employees on the on-going effectiveness of the training.

9.1.3 *Additional training*

- (a) Where through a training committee and with the employee concerned, it is agreed that the additional training in accordance with the programme developed should be undertaken by an employee, that training may be undertaken either on or off the job:

Provided that if the training is undertaken during ordinary working hours the employer concerned shall not unreasonably withhold such paid training leave.

- (b) Where agreed additional training is undertaken by an employee, any costs associated with standard fees for prescribed courses and prescribed textbooks (including those textbooks which are available in the employer's technical library) incurred in connection with the undertaking of training shall be reimbursed by the employer upon production of evidence of such expenditure:

Provided that reimbursement shall also be on an annual basis subject to the presentation of reports of satisfactory progress.

- (c) Travel costs incurred by an employee undertaking agreed additional training in accordance with clause 9.1, which exceed those normally incurred travelling to and from work, shall be reimbursed by the employer.

9.2 **Training**

The National and State Industry Training Advisory Boards, covering the vocational areas of electro-technology (electrical and electronics), shall have the responsibility, with the support of the industrial parties, for the development of training packages and accredited training products for endorsement by the Australian National Training Authority or the State Training Authorities and the provision of advice and assistance to the Australian National Training Authority and the State Training Authorities in respect of matters relating to training in the industries and callings covered by this Award including, but not limited to, the following:

- (a) qualifications, units of competency and accredited training products;
- (b) competency and other training and skills standards;
- (c) industry endorsed training courses;
- (d) underpinning knowledge and skills;
- (e) on-the-job training guidelines;

PART 10 - OCCUPATIONAL HEALTH AND SAFETY MATTERS, EQUIPMENT, TOOLS AND AMENITIES

10.1 Workplace health and safety

Employers and employees shall co-operate to promote a safe and healthy work environment and adopt safe work practices in accordance with the *Workplace Health and Safety Act 1995* as amended from time to time, Regulations and

Codes Of Practice; or any other relevant legislation.

10.2 Asbestos eradication

10.2.1 Clause 10.2 shall apply to workers engaged in the process of asbestos eradication on the performance of work within the scope of this Award.

10.2.2 Definition

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

10.2.3 Control

All aspects of asbestos work will meet as a minimum standard the provision of the *Workplace, Health and Safety Act 1995*, Regulations and Codes of Practice as varied from time to time for the safe demolition/removal of asbestos based materials.

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

10.2.4 Protection of employees

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

10.2.5 Rates of pay

Any employee involved in asbestos eradication or removal, in terms of this clause 10.2, shall receive, in addition to their rate of pay, a special rate of \$2.451 per hour for each hour worked.

10.3 Work in rain

Where practicable, suitable waterproof clothing shall be supplied by the employer to the employees who are required to work in the rain.

Notwithstanding the foregoing, where in the performance of their work an employee gets their clothes wet, they shall be paid double rates for all work so performed and such payment shall continue until the employee is able to change into dry clothing or until they cease work, whichever is the earlier.

10.4 Boiling water

The employer shall provide boiling water ready for meal times.

10.5 Insulating tools

Employees working on 200 volts and over, direct current, and on all alternating current live wires, shall, where required, be provided with the necessary insulating tools, rubber mats, or any other necessary protective appliances by their employer;

10.6 Work on poles

10.6.1 All poles over 10.5 metres in height, except those carrying suspension wires only, shall be stepped from that height upwards.

10.6.2 Employees who have to work on poles shall be provided with a ladder or tower wagon. If any such employee is left on a pole, there shall be within 90 metres a ladder or tower wagon. Hauling lines shall be supplied, but climbers shall not be used.

10.7 Repairing lifts

Repairs shall not be done in lifts, shafts, or dangerous places of a similar nature whilst the same are in ordinary use;

10.8 Maintenance work

Employees on maintenance work required to carry the employer's tools or spare parts continuously shall be provided with a suitable receptacle.

10.9 Smoking at work

If agreement is reached between the employer and the majority of employees a decision can be made to make the workplace a smoke free environment.

PART 11 - AWARD COMPLIANCE AND UNION RELATED MATTERS

Preamble

Clauses 11.1 and 11.2 replicate legislative provisions contained within the Act. In order to ensure the currency of existing legal requirements parties are advised to refer to sections 366, 372 and 373 of the Act as amended from time to time.

11.1 Right of entry

11.1.1 Authorised industrial officer

- (a) An "Authorised Industrial Officer" is any Union official holding a current authority issued by the industrial registrar.
- (b) Right of entry is limited to workplaces where the work performed falls within the registered coverage of the Union.

11.1.2 Entry procedure

- (a) The authorised industrial officer is entitled to enter the workplace during normal business hours as long as:
 - (i) the authorised industrial officer alerts the employer or other person in charge of the workplace to their presence; and
 - (ii) shows their authorisation upon request.
- (b) Clause 11.1.2(a)(i) does not apply if the authorised industrial officer establishes that the employer or other person in charge is absent.
- (c) A person must not obstruct or hinder any authorised industrial officer exercising their right of entry.
- (d) If the authorised industrial officer intentionally disregards a condition of clause 11.1.2 the authorised industrial officer may be treated as a trespasser.

11.1.3 Inspection of records

- (a) An authorised industrial officer is entitled to inspect the time and wages record required to be kept under section 366 of the Act.
- (b) An authorised industrial officer is entitled to inspect such time and wages records of any former or current employee except if the employee:
 - (i) is ineligible to become a member of the Union; or
 - (ii) is a party to a QWA or ancillary document, unless the employee has given written consent for the records to be inspected; or
 - (iii) has made a written request to the employer that the employee does not want that employee's record inspected.
- (c) The authorised industrial officer may make a copy of the record, but cannot require any help from the employer.
- (d) A person must not coerce an employee or prospective employee into consenting, or refusing to consent, to the inspection of their records by an authorised industrial officer.

11.1.4 Discussions with employees

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

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

11.1.5 *Conduct*

An authorised industrial officer must not unreasonably interfere with the performance of work in exercising a right of entry.

11.2 Time and wages record

11.2.1 An employer must keep, at the place of work in Queensland, a time and wages record that contains the following particulars for each pay period for each employee, including apprentices and trainees:

- (a) the employee's award classification;
- (b) the employer's full name;
- (c) the name of the award under which the employee is working;
- (d) the number of hours worked by the employee during each day and week, the times at which the employee started and stopped work, and details of work breaks including meal breaks;
- (e) a weekly, daily or hourly wage rate - details of the wage rate for each week, day, or hour at which the employee is paid;
- (f) the gross and net wages paid to the employee;
- (g) details of any deductions made from the wages; and
- (h) contributions made by the employer to a superannuation fund.

11.2.2 The time and wages record must also contain:

- (a) the employee's full name and address;
- (b) the employee's date of birth;
- (c) details of sick leave credited or approved, and sick leave payments to the employee;
- (d) the date when the employee became an employee of the employer;
- (e) if appropriate, the date when the employee ceased employment with the employer; and
- (f) if a casual employee's entitlement to long service leave is worked out under section 47 of the Act - the total hours, other than overtime, worked by the employee since the start of the period to which the entitlement relates, worked out to and including 30 June in each year.

11.2.3 The employer must keep the record for 6 years.

11.2.4 Such records shall be open to inspection during the employer's business hours by an inspector of the Department of Industrial Relations, in accordance with section 371 of the Act, or an authorised industrial officer in accordance with sections 372 and 373 of the Act.

11.3 Union encouragement

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

11.3.1 *Documentation to be provided by employer*

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

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

Award.

11.3.2 *Union delegates*

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

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

11.3.3 *Deduction of union fees*

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

11.4 Trade union training leave

11.4.1 Upon written application by an employee to an employer, such application being endorsed by the Union and giving to the employer at least one month's notice, such employee shall be granted up to 5 working days' leave (non-cumulative) on ordinary pay each calendar year to attend courses and seminars conducted by the Union or courses jointly approved by the Union and the National Electrical and Communications Association (Queensland).".

For the purposes of these provisions "ordinary pay" shall mean at the ordinary weekly rate paid to the employee exclusive of any allowance for travelling time and fares or Shift Work.

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

- (a) The employee must have at least 12 months continuous Service with the employer prior to such leave being granted or be the elected Union delegate.
- (b) Unless otherwise agreed the maximum number of employees of one and the same employer attending a training course or seminar at the same time will be as follows:

Where the employer employs between 10 - 50 employees	1
Where the employer employs between 51 - 100 employees	2
Where the employer employs over 100 employees	4.
- (c) Clause 11.4 shall not apply to a workplace with less than 10 full-time employees under this Award.
- (d) The granting of such leave shall be subject to the convenience of the employer so that the operations of the Enterprise will not be adversely affected.
- (e) In granting such paid leave, the employer is not responsible for any additional costs except the payment of extra remuneration where relieving arrangements are instituted by the employer to cover the absence of the employee.
- (f) Leave granted to attend such training courses will not incur any additional payment or alternate time off if such course coincides with the employee's day off in the 19 day month working arrangements or with any other concessional leave.
- (g) Such paid leave will not affect other leave granted to employees under this Award.

11.5 Award posting

A complete copy of this Award shall be exhibited in a conspicuous and convenient place on the premises/significant site of any employer affected thereby, and shall be readily accessible to the employees to whom it applies.

SCHEDULE 1 - Proposed Worker Definitions

1. This Appendix reflects the agreement of the Parties respondent to this Award in respect of worker definitions and wage relativities.
2. At the date of creation of this Award, particulars of the training courses have not been finalised. When this stage of the restructuring project is complete, the amended definitions will become part of clause 1.6 (Definitions).
3. The transition/implementation period ending 1st August 1993 is the date proposed for completion of this stage.

4. Definitions.

The percentage relativities referred to in Schedule 1 relate to percentages applying before the application of the first \$8 arbitrated safety net adjustment made in accordance with the February and November 1994 Review of Wage Fixing Principles and payable under the November 1994 State Wage Case decision.

4.1 Electrical Worker Grade 1 - 80% of Base Rate

- (1) An Electrical Worker Grade 1 is a labourer not otherwise provided for in this Award, who is doing labouring work and employed as such.

4.2 Electrical Worker Grade 2 - 85% of Base Rate

- (1) An Electrical Worker Grade 2 is an employee who is engaged in assisting a tradesperson, provided that such assistance shall not include the work of a tradesperson and
 - (a) Without limiting the scope of the work, an employee may perform unskilled tasks as directed to the level of their training;
 - (b) is an employee who is engaged in the clearance of vegetation in the vicinity of overhead power distribution lines.

4.3 Electrical Worker Grade 3 - 90% of Base Rate

- (1) An Electrical Worker Grade 3 is an employee who works under direction, may be required to perform the work of an Electrical Worker Grade 2 and
 - (a) without limiting the scope of the work the employee may perform the work described below to the level of their training:
 - (i) is engaged in storework; or
 - (ii) is qualified and required to drive or operate the employer's machinery, plant or equipment incidental to their primary task or functions; or
 - (iii) inspects and tests fire alarm or security alarm equipment; or
 - (iv) under the supervision of a tradesperson or electronics serviceperson;
 - (1) installs radio, communications and related equipment including antenna; or
 - (2) installs fire alarm or security alarm equipment; or
 - (3) installs data and communication cabling
 - (b) provided that this person shall not undertake tasks requiring the skills of a tradesperson.
- (2) Included in this Grade is the work of:
 - (a) Electronic Equipment Installer Level 1

4.4 Electrical Worker Grade 4 - 95% of Base Rate

- (1) An Electrical Worker Grade 4 is an employee who:
 - (a) has worked for not less than one year in the industry or holds the equivalent experience and without limiting the scope of the work and to the level of their training is an employee who:
 - (i) is accredited to perform
 - (1) scaffolding; or
 - (2) rigging; or
 - (ii) is directly in charge of an electrical store and responsible for materials, ordering and purchasing; or
 - (iii) has worked for not less than one year as an Electrical Worker Grade 3 or has the equivalent experience in

the installation of electronics equipment and who, under the minimum supervision of a tradesperson or electronics serviceperson;

(1) installs radio, communications and related equipment including antenna; or

(2) installs fire alarm or security alarm equipment; or

(3) installs, terminates and tests data, and communication cabling

(iv) Inspects and tests fire alarms or security alarm equipment involving a range of responsibility beyond that of a Grade 3 Electrical Worker and works without assistance and supervision.

(b) Provided that this person shall not undertake tasks requiring the skills of a tradesperson.

(2) Included in this grade is the work of:

(a) Purchasing Clerk/Storeperson

(b) Electronic Equipment Installer Level 2

4.5 Electrical Worker Grade 5 - 100% of Base Rate

(1) An Electrical Worker Grade 5 is employed to use the skills acquired through the training specified below and is an employee who;

(a) who holds a trade certificate or tradesperson's rights certificate in an electrical trade; or

(b) has successfully completed an appropriate trade course or who has otherwise reached an equivalent standard of skills and knowledge in electronics; or

(c) has successfully completed an appropriate instrumentation trade course; or

(d) holds an appropriate electrical/refrigeration/air conditioning trade certificate; or

(e) has successfully completed an appropriate trade course in linework or cable jointing or who has otherwise reached an equivalent standard of skills and knowledge.

(2) Included in this grade is the work of:

(a) Electrical Tradesperson Level 1

(b) Electronic Serviceperson Level 1

(c) Instrument Tradesperson Level 1

(d) Refrigeration/Air-Conditioning Tradesperson Level 1

(e) Linesperson/Cable Jointer Level 1

4.6 Electrical Worker Grade 6 - 105% of Base Rate

(1) An Electrical Worker Grade 6 is an Electrical Worker Grade 5 who in addition

(a) has successfully completed

(i) 33% of the qualification specified for Grade 7; or

(ii) equivalent structured in-house training relevant to the employer's business or enterprise as agreed between the parties to the Award; or

(b) has acquired equivalent standard of skills as defined above as agreed between the parties to the Award through other means including a minimum of one years experience as an Electrical Worker Grade 5.

(c) is employed to use the skills acquired through the training or experience specified.

(2) Included in this grade is the work of:

(a) Electrical Tradesperson Level 2

- (b) Electronic Serviceperson Level 2
- (c) Instrument Tradesperson Level 2
- (d) Refrigeration/Air-Conditioning Tradesperson Level 2
- (e) Linesperson/Cable Jointer Level 2

4.7 Electrical Worker Grade 7 - 115% of Base Rate

- (1) An Electrical Worker Grade 7 is an Electrical Worker Grade 5 who:
 - (a) has successfully completed a Post Trade Certificate or "X%" of an Advanced Certificate or its equivalent or has acquired the same standard of skills through other means including a minimum of 2 years experience in the industry,
 - (b) is employed to use the skills acquired through the training and/or experience specified.
- (2) Included in this grade is the work of:
 - (a) Electrician Special Class
 - (b) Electronic Serviceperson Special Class
 - (c) Instrument Tradesperson Special Class
 - (d) Refrigeration/Air-Conditioning Tradesperson Special Class
 - (e) Linesperson/Cable Jointer Special Class

4.8 Electrical Worker Grade 8 - 125% of Base Rate

- (1) An Electrical Worker Grade 8 is an Electrical Worker Grade 5 who:
 - (a) has successfully completed a Post Trade Certificate or "X%" of an Advanced Certificate or its equivalent and in addition has not less than 2 years experience as an Electrical Worker Grade 7; and
 - (b) is employed to use the skills acquired through the training and/or experience specified.
- (2) Included in this grade is the work of:
 - (a) Advanced Electrical Tradesperson Level 1
 - (b) Advanced Electronic Serviceperson Level 1
 - (c) Advanced Instrument Tradesperson Level 1
 - (d) Advanced Refrigeration/Air-Conditioning Tradesperson Level 1
 - (e) Installation Inspector (See definition in clause 1.6)

4.9 Electrical Worker Grade 9 - 130% of Base Rate

- (1) An Electrical Worker Grade 9 is an Electrical Worker Grade 5 who:
 - (a) has successfully completed an appropriate Advanced Certificate or its formal equivalent; and
 - (b) is employed to use the skills acquired through the training and/or experience specified.
- (2) Included in this grade is the work of:
 - (a) Advanced Electrical Tradesperson Level 2
 - (b) Advanced Electronic Serviceperson Level 2
 - (c) Advanced Instrument Tradesperson Level 2

(d) Advanced Refrigeration/Air-Conditioning Tradesperson Level 2

4.10 Electrical Worker Grade 10 - 145% of Base Rate

- (1) An Electrical Worker Grade 10 is an Electrical Worker Grade 5 who:
 - (a) has successfully completed an appropriate Associate Diploma or its formal equivalent; and
 - (b) is employed to use the skills acquired through the training and/or experience specified.
- (2) Included in this grade is the work of:
 - (a) Advanced Electrical Tradesperson Level 3
 - (b) Advanced Electronic Serviceperson Level 3
 - (c) Advanced Instrument Tradesperson Level 3
 - (d) Advanced Refrigeration/Air-Conditioning Tradesperson Level 3

SCHEDULE 2 - Transition/Implementation Period And Arrangements

1. Duration

It is agreed between the parties that a transition/implementation period shall operate from the first pay period to commence on or after 1st February 1993 until the first pay period to commence on or after 1st August 1993.

2. Objective

The objective of this transition/implementation period is:

- 2.1 To enable all parties to the award to familiarise themselves with the new wage classification and definition structure; and
- 2.2 For each establishment to apply (subject to the transitional arrangements below) the new wage, classification and definition structure set out in the Award.

3. Transitional arrangements

Reclassification to new structure

- 3.1 From the first pay period commencing on or after 1st February 1993 an employee's new wage group shall be determined in accordance with clause 5.1.

N.B. Special conditions apply to the classifications of Instrument Tradesman, Electronics tradesman and Instrumentation and Controls Tradesman.
- 3.2 Employees will transfer to the new classification structure without loss of pay.
- 3.3 Reclassification within the new proposed classification structure and definitions shall be subject to the definitions in Appendix A being finalised. In the interim the existing definitions contained in clause 1.6 (Definitions) will apply;
- 3.4 At the conclusion of the transition implementation period, employees will perform work in accordance with the new classifications and definitions.

Dated 18 December 2002.

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

Operative Date: 3 February 2003