

QUEENSLAND INDUSTRIAL RELATIONS COMMISSION

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

**ELECTRICITY GENERATION, TRANSMISSION AND SUPPLY AWARD - STATE 2002**

Following the Declaration of the General Ruling for Overtime Meal Allowance (matter numbers B/2010/34 and B/2010/38), the Electricity Generation, Transmission and Supply Award - State 2002 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 Electricity Generation, Transmission and Supply Award - State 2002 as at 1 January 2011.

Dated 1 March 2011.

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

**ELECTRICITY GENERATION, TRANSMISSION AND SUPPLY AWARD - STATE 2002**

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### 1.3 Award coverage

This Award shall apply as follows:

#### 1.3.1 *Division 1 Government owned generation*

Subject to section 298J of the Electricity Regulation 1994 (Qld), Division 1 of this Award applies to State electricity entities involved in the generation of electricity in respect of their employees whose employment is in the electricity industry and under a classification and salary level mentioned herein, and to those employees.

#### 1.3.2 *Division 2 Government owned transmission and supply*

Subject to section 298J of the Electricity Regulation 1994 (Qld), Division 2 of this Award applies to State electricity entities involved in the transmission, supply or retail of electricity in respect of their employees whose employment is in the electricity industry and under a classification and salary level mentioned herein, and to those employees.

#### 1.3.3 *Division 3 Privately owned generation, transmission and supply*

This Division of the Award shall apply only to all privately owned generation entities, transmission entities and supply entities as employers and to their employees for whom similar classifications and salary levels are prescribed herein throughout the State of Queensland.

This Division shall not apply to sugar mills, Mica Creek power station nor to any other entity which has an Order for an Award or an Agreement, issued by the Commission or any other competent jurisdiction, to regulate the wages and conditions of employees of that entity.

The provisions of the Professional Engineers' Award - State, the Engineering Award - State and the Clerical Employees Award - State that correspond with the provisions of Division 1 and Division 2 of this Award shall apply to employees subject to Division 3 of this Award as safety net provisions.

### 1.4 Date of operation

This Award shall take effect from January 2003.

### 1.5 Parties bound

This Award is legally binding upon the employees as prescribed by clause 1.3 and their employers, and the:

- The Electrical Trades Union of Employees of Australia, Queensland Branch
- Queensland Services, Industrial Union of Employees
- Australian Municipal, Administrative, Clerical and Services Union, Central and Southern Queensland Clerical and Administrative Branch, Union of Employees
- Federated Ironworkers Association of Australia (Queensland Branch) Union of Employees
- Federated Engine Drivers' and Firemens' Association of Australasia Queensland Branch, Union of Employees
- Federated Clerks' Union of Australia, North Queensland Branch, Union of Employees
- The Association of Professional Engineers, Scientists and Managers, Australia, Queensland Branch, Union of Employees
- Automotive, Metals, Engineering, Printing and Kindred Industries Industrial Union of Employees, Queensland
- and their members.

### 1.6 Inconsistency

When this Award is inconsistent with an Industrial Agreement, Certified Agreement or a Second Tier Order, the latter shall prevail and, the Award shall, to the extent of the inconsistency, be invalid.

### 1.7 Definitions

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

1.7.2 "Commission" means the Queensland Industrial Relations Commission.

1.7.3 "Union" means those Unions named in clause 1.5.

## **DIVISION 1 - GOVERNMENT OWNED GENERATION**

### **PART 2 - FLEXIBILITY**

#### **2.1 Enterprise flexibility**

2.1.1 As part of a process of improvement in productivity and efficiency, discussion will 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 agreement reached between an employer and employee/s in any 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 procedures**

The matters to be dealt with in this procedure shall include all grievances or disputes between an employee and an employer in respect to any industrial matter and all other matters that the parties agree on and are specified herein. Such procedures shall apply to a single employee or to any number of employees.

3.1.1 In the event of an employee having a grievance or dispute the employee shall in the first instance attempt to resolve the matter with the immediate supervisor, who shall respond to such request as soon as reasonably practicable under the circumstances. Where the dispute concerns alleged actions of the immediate supervisor the employee/s may bypass this level in the procedure.

3.1.2 If the grievance or dispute is not resolved under clause 3.1.1, the employee or the employee's representative may refer the matter to the next higher level of management for discussion. Such discussion should, if possible, take place within 24 hours after the request by the employee or the employee's representative.

3.1.3 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 3.1.5.

3.1.4 If the grievance or dispute is still unresolved after discussions mentioned in clause 3.1.2 hereof, the matter shall, in the case of a member of a Union, be reported to the relevant officer of that Union and the senior management of the employer or the employer's nominated industrial representative. An employee who is not a member of a Union may report the grievance or dispute to senior management or the nominated industrial representative. This should occur as soon as it is evident that discussions under clause 3.1.2 will not result in resolution of the dispute.

3.1.5 If, after discussion between the parties, or their nominees mentioned in clause 3.1.4, the dispute remains unresolved after the parties have genuinely attempted to achieve a settlement thereof, then notification of the existence of the dispute is to be given to the Commission in accordance with the provisions of the Act.

3.1.6 Whilst all of the above procedure is being followed, normal work shall continue except in the case of a genuine safety issue.

3.1.7 The *status quo* existing before the emergence of the grievance or dispute is to continue whilst the above procedure is being followed.

3.1.8 All parties to any dispute shall give due consideration to matters raised or any suggestion or recommendation made by the Commission with a view to the prompt settlement of the dispute.

- 3.1.9 Any Order or Decision of the Commission (subject to the parties' right of appeal under the Act) will be final and binding on all parties to the dispute.
- 3.1.10 Discussions at any stage of the procedure shall not be unreasonably delayed by any party, subject to acceptance that some matters may be of such complexity or importance that it may take a reasonable period of time for the appropriate response to be made. If genuine discussions are unreasonably delayed or hindered, it shall be open to any party to give notification of the dispute in accordance with the provisions of the Act.

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

##### **4.1 Contract of employment**

- 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) part-time (as defined); or
- (c) casual (as defined).

##### **4.2 Part-time employment**

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

- (a) is employed for not less than 15 hours per week and for not more than 32.2 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.

- 4.2.2 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.

These original arrangements may be later varied by mutual agreement between the employee and employer.

- 4.2.3 Any variation to the work pattern will be in accordance with methods of altering the ordinary hours of work for full-time employees.
- 4.2.4 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.
- 4.2.5 An employer is required to roster a part-time employee for a minimum of 3 consecutive hours on any day.
- 4.2.6 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 clause 4.2.2 or 4.2.3 will be overtime and paid for at the rates prescribed in clause 6.2 of this Award.
- 4.2.7 A part-time employee employed under the provisions of clause 4.2 must be paid for ordinary hours worked at the rate of one  $36 \frac{1}{4}$  of the weekly rate prescribed for the class of work performed.
- 4.2.8 Where a public holiday falls on a day upon which an employee is normally employed, that employee shall be paid the appropriate rate for the number of hours normally worked on that day.
- 4.2.9 Where an employee and their employer agree in writing, part-time employment may be converted to full-time, and vice-versa. If such an employee transfers from full-time to part-time (or vice-versa), all accrued award and legislative entitlements shall be maintained. Following transfer to part-time employment accrual will occur in accordance with the provisions relevant to part-time employment.
- 4.2.10 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 4.3 of this Award.

4.2.11 All other provisions of the Award relevant to weekly employees shall apply to part-time employees.

### 4.3 Casual employment

4.3.1 A casual employee shall mean an employee who is engaged by the hour for less than one week and paid as such.

4.3.2 The following conditions shall be applicable to casual employees:

- (a) The ordinary hours shall not exceed 8 hours 3.3 minutes per day between the hours of 6.00 a.m. and 6.30 p.m. Monday to Friday.
- (b) A casual employee shall be paid at the rate of 23 percent per hour in addition to the ordinary hourly rates with a minimum payment of 2 hours for each engagement.
- (c) All time worked in excess of 8 hours 3.3 minutes per day or outside the spread of hours pursuant to clause 6.1 shall be paid at the appropriate overtime rate.

### 4.4 Termination of employment

#### 4.4.1 *Statement of employment*

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

#### 4.4.2 *Termination by employer*

(a) In order to terminate the employment of an employee the employer shall give 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

Provided that the notice shall be continued from week to week and that it shall not be counted as annual leave.

- (b) In addition to the notice in clause 4.4.2(a), employees over 45 years of age at the time of giving of notice and with not less than 2 years' continuous service, 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.

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

(d) Compensation must at least equal the total of the amount the employer would have been liable to pay the employee if the employees employment had continued until the end of the required notice period.

The total must be calculated on the basis of:

- (i) the ordinary time rate of pay for 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 contract of employment.
- (e) The period of notice in clause 4.4 shall not apply in the case of dismissal for misconduct or other grounds that justify instant dismissal, in the case of seasonal employees, or to employees on daily hire, or employees engaged for a specific period of time or for a specific task or tasks.

#### 4.4.3 *Notice of termination by employee*

An employee shall give an employer one week's notice of termination of employment. If an employee fails to give notice the employer shall have the right to withhold one week's wages due to the employee.

#### 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 **Continuity of service - transfer of calling**

In cases where a transfer of calling occurs, continuity of service will be determined in accordance with sections 67-71 of the Act.

#### 4.6 **Anti-discrimination**

4.6.1 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* as amended from time to time, 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 any of the above attributes;
- (b) sexual harassment; and
- (c) racial and religious vilification.

4.6.2 Accordingly, in fulfilling their obligations under the grievance and dispute 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.

4.6.3 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.

4.6.4 Nothing in clause 4.6 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 organization, pursuing matters of discrimination, including by application to the Human Rights and Equal Opportunity Commission/Anti-Discrimination Commission Queensland.

### **PART 5 - WAGES AND WAGE RELATED MATTERS**

#### 5.1 **Classifications - Generation**

The classification definitions in this Award recognise the following 4 broad streams:

##### 5.1.1 *Administrative stream*

The Administrative stream shall include employees engaged in clerical and administrative tasks.

Definitions contained in this stream recognise that Administrative employees will be engaged in broad disciplines including Personnel, Industrial Relations, Computing, Administration, Logistics (Materials Supply), Finance, Sales and Marketing.

In the Administrative stream, adult employees not employed in formal traineeships will be given the opportunity to train to minimum Salary Level 5.1 on the basis of skills acquired and required to be used which are assessed annually.

##### 5.1.2 *Technical stream*

(a) The Technical stream incorporates 2 broad vocational fields; Power workers and Technical employees.

- (i) The Power worker field shall include but not be restricted to employees primarily engaged in work assisting tradespersons, storework, general labouring and cleaning duties, plant vehicle and/or equipment operation and rigging or scaffolding.



(ii) The Technical employee field shall include:

- (A) employees who possess as a minimum qualification, a trades certificate or certificate of competency (as defined in the *Electricity Act*) and are engaged in the broad trade disciplines as defined;
- (B) employees primarily engaged on, but not restricted to, work in Engineering/Science/Other Technical and Supervisory functions.

(b) Power workers - Each new employee engaged at Power worker Level 1 will be given the opportunity to train to a minimum skill level of Power worker Level 2 (Salary Level 2.0). An employee will be given the opportunity to complete such training within 3 years of appointment. Approved Training Plans may be developed to Power worker Level 5.

(c) Technical employees

(i) Each tradesperson in this stream will be given the opportunity to train to a minimum skill level of Technical employee Level 2 (Salary Point 5.1). The tradesperson will be given the opportunity to complete such training within 3 years of appointment:

Provided that apprentices who complete their training within the Queensland Generation Corporation or the Transmission and Supply Corporation, will be given the opportunity to complete such training within 2 years of appointment.

(ii) Each employee engaged in the Engineering/Science/Other Technical discipline will be given the opportunity to train to a minimum skill level of Technical employee Level 3 (Salary Point 8.0).

(d) Trade disciplines - The definitions recognise that tradespersons will be engaged in the following 4 broad disciplines:

(i) Electrical/Electronic: Including the design, assembly, manufacture, installation, modification, testing, fault finding, commissioning, maintenance and service of all electrical and electronic devices, systems equipment and controls, e.g. electric wiring, motors, generators, programmable logic controllers and other electronic controls, instruments, refrigeration, telecommunications, radio and television, communication and information processing equipment, and automotive electrics;

(ii) Mechanical: Including the design, assembly, manufacture, installation modification, testing, fault finding, commissioning, maintenance and service of all mechanical equipment, machinery, fluid power systems, automotive mechanics, instruments, refrigeration and the use of related computer controlled equipment, e.g. computer numeric controlled machine tools;

(iii) Fabrication/Vehicle Building: Including fabrication, forging, founding, structural steel erection, electroplating, metal spinning, metal polishing, sheet metal work and the use of related computer controlled equipment. This includes fabrication in all metals, plastic, carbon fibre, composite materials, ceramics and other material;

(iv) Building Services: Includes carpentry, plumbing, painting, and other related fields.

(e) Tasks which an employee may perform are subject to the employee having the appropriate Trade and Post Trade Training to enable the employee to perform the particular tasks.

(f) The Post Trade and Advanced Certificates referred to in these definitions, are not directly comparable with existing post-trade qualifications and the possession of such qualifications does not itself justify classification of a tradesperson to a particular classification level.

(g) Engineering/Science/Other Technical and Supervisory - The definitions also recognise 2 additional broad disciplines within the Technical stream.

(i) Engineering/Science/Other Technical shall include employees who possess as a minimum qualification, an appropriate Associate Diploma or equivalent and who are:

- (A) responsible for using their Engineering/Science/Other Technical skills and judgement in a range of engineering, scientific, occupational health or engineering surveying functions including design, drafting, graphics, planning, research, quality process, cost estimating, construction, survey, property assessment, laboratory research and testing, manufacture, diagnostics, communications, computers, operation of complex equipment, maintenance, standards, testing, inspection,

supervision, budgeting, scheduling, data recording, data analysis, reporting, calculations, project co-ordination, administrative functions, and technical management;

- (B) responsible for the provision of technical advice and services to domestic, commercial, rural and industrial consumers on effective utilisation of electricity.
- (ii) Supervisory shall include employees primarily involved in supervising, co-ordination and training activities, including employees who are:
  - (A) responsible for the work of other employees and/or provision of on-the-job training and/or technical guidance;
  - (B) responsible for the supervision and/or training of other supervisors or trainers;
  - (C) responsible for the supervision and/or inspection of work projects and construction.

### 5.1.3 *Professional/Managerial stream*

- (a) Positions within the Professional/Managerial stream shall require a degree qualification or equivalent, in a relevant field and/or may require registration by a Professional Board.
- (b) Professional/Managerial employees will be required to provide professional advice, services and support in specialist fields of competence, and/or undertake management or supervision of part of the organisation.

Progression will depend upon the acquisition and use of additional skills/competencies. The rate of progression will depend upon the individual acquiring and applying skills/competencies in accordance with relevant Career Path criteria.

Definitions contained in this Stream recognise that Professional/Managerial employees will be engaged in broad disciplines including Legal, Accounting, Architecture, Engineering, Computing, Chemistry, Economics, Metallurgy, Psychology, Science, Surveying, Valuing, Managerial, Marketing and Employee/Industrial Relations.

### 5.1.4 *Production stream*

- (a) The Production stream includes employees engaged in work at power stations.
- (b) The Production stream shall include employees in the following fields:
  - Power worker, Production worker (Non-Trade) and Production worker (Trade).
- (c) These employees will be engaged in tasks including but not limited to monitoring, operating and non-technical maintenance of plant and equipment, and training, supervising and co-ordinating for the above.
- (d) Each new employee engaged in the Power worker field will be given the opportunity to train to a minimum skill level of Power worker Level 2. An employee will be given the opportunity to complete such training within 3 years of appointment, and may include modules from the production field.
- (e) Each employee in the Production worker (Non-Trade) field may progress through the acquisition of skills in accordance with an approved training plan.
- (f) Each employee in the Production worker (Trade) field will be given the opportunity to train to a minimum skill level of Production worker Level 3(b) (Salary Point 5.1). An employee will be given the opportunity to complete such training within 3 years of appointment.

Progression above this level is possible through the acquisition of skills in accordance with an approved training plan.

- (g) The parties agree to recognise internal training provided by the employer leading to an essential competency until such time as agreed Specific Accredited Training is available.

5.1.5 *Competency standards* - The parties to this Award acknowledge the need for, and are committed to, the development and implementation of NEUITAB (as reconstituted from time to time) endorsed Competency Standards.

## 5.2 **General definitions**

### 5.2.1 *Training committee*

The Training Committee is a joint Union/management group which has the responsibility to provide guidelines and monitor training activities of the employer.

### 5.2.2 *Modules* - For the purposes of these definitions, a "module" shall mean either:

- (a) 40 hours nominal duration of training at TAFE, University or equivalent; or
- (b) that amount of structured training (which may comprise either on and/or off the job components) which is recognised as equivalent by the parties. Unresolved grievances shall be referred to the Training Committee for recommendation.

### 5.2.3 *Progression rules*

Progression within the classification and/or salary structure may occur on one of the following bases:

- (a) the acquisition of skills in accordance with an approved training plan;
- (b) reclassification on the basis of the demonstration of skills acquired and required to be used;
- (c) appointment to a position with a higher award classification.

### 5.2.4 *Approved training plans*

An approved training plan shall be available to each employee who is in a classification where further progression is available through skills development. The mutual needs of the employer and its employees will be considered in respect of the development of approved training plans in order to provide the skills and competencies to meet work requirements.

The plan will identify the training to be completed, the agreed time for undertaking and completing the training and any provisions or arrangements for training time or leave for training purposes.

The plan will be developed and agreed by the employee and the employee's supervisor.

Approved training plans are to be developed in accordance with guidelines established by the Training Committee.

### 5.2.5 *Recognition of employees skills/qualifications*

An employee may have prior work experience and/or current knowledge recognised as being equivalent to a qualification outlined in the classification structure. Such recognition may occur by the employee requesting assessment through the Competency Recognition Procedure. This procedure forms part of the agreed Implementation Guide.

Recognition of an employee's skills may occur on one of the following bases:

- (a) where Competency Standards exist, the assessment will be carried out by testing against the Competency Standards using a formal Recognition of Prior Learning process;
- (b) where Competency Standards do not exist, Recognition of Prior Learning assessment will be carried out by testing against Interim Competency Levels or Learning Outcomes from training programs/ modules, recognised by the Training Committee for Award purposes.

### 5.2.6 *Recognition of other factors*

For the purposes of this Award, other relevant factors may be deemed to have a monetary value, in addition to that provided through training.

### 5.2.7 *Career paths*

Where career paths applicable to definitions in the Administrative, Technical, Professional and Managerial, and the Production streams have already been agreed, with an employer bound by this Award or have already been filed with the Industrial Registrar prior to the making of this Award or, are agreed to after the making of the Award, the Career Paths are to be used in conjunction with the Award Classification definitions to resolve any dispute regarding an

employee's classification. Career paths will be developed through the appropriate consultative mechanism involving representatives of the employer, employees of the employer and the relevant unions.

Career paths relate to a nominated stream and will outline how the Classification Structure and Definitions are to be implemented.

#### 5.2.8 *Employee-in-charge*

An Employee-in-charge shall mean an employee employed primarily to exercise trade, trade/technician or power worker skills up to the level of their skills and competencies and who, in addition, is appointed by the employer to supervise/train other employees engaged at similar or lower classification levels.

#### 5.2.9 *Employees with Trade or Equivalent Certificate, plus an Associate Diploma*

An employee who is required to possess a Trade Certificate or equivalent, plus an Associate Diploma shall, as a minimum, be classified at Salary Point 7.0.

#### 5.2.10 *Employees without relevant work experience*

An employee who is required as a condition of employment to possess a particular level of academic qualification, but who is without relevant work experience, shall as a minimum enter the classification structure at the following Salary Points:

QUALIFICATION	MINIMUM ENTRY POINT
Advanced Certificate	SALARY POINT 4.0
Associate Diploma	SALARY POINT 5.0
3 Year Degree	SALARY POINT 6.2
4 Year Degree	SALARY POINT 8.0

Note: A Paraprofessional, trained within a Paraprofessional Traineeship, shall have a minimum entry Salary Point of 5.2.

#### 5.2.11 *Definition of "or equivalent"*

For the purposes of this Award the term "or equivalent" means and includes, but is not limited to the following:

equivalent accredited training, competencies, skills, certification, or experience and such other training or other factors as may be agreed between the parties from time to time.

### 5.3 **Classification definitions - Administrative stream**

#### Administrative Stream Classification Structure Outline

Salary Point	Classification Level	Training Requirements
16.0		
15.0	↑	↑
14.0	Administrative employee Level 11	Associate Diploma + additional training or equivalent
13.0	Administrative employee Level 10	Associate Diploma + additional training or equivalent
12.0	Administrative employee Level 9	Associate Diploma + additional training or equivalent
11.0	Administrative employee Level 8	Associate Diploma or equivalent
Salary Point	Classification Level	Training Requirements
10.0	*	22 modules or equivalent
9.0	Administrative employee Level 7	Advanced Certificate or equivalent
8.0	*	12 modules or equivalent
7.0	Administrative employee Level 6	9 modules or equivalent
6.0	*	6 modules or equivalent
5.0	Administrative employee Level 5	3 modules or equivalent
4.0	Administrative employee Level 4	Certificate III or equivalent
3.0	Administrative employee Level 3	Certificate II or equivalent
2.0	Administrative employee Level 2	Certificate I or equivalent

1.0	Administrative employee Level 1 (b)	Undertaking structured training towards a Certificate I
0.0	Administrative employee Level 1(a)	Induction Training

Certificates I, II, and III are internal qualification standards established for each employer.

\* Reference to Salary Points 6, 8, 10 are for explanation purposes only and are not to be treated as classifications for Award purposes.

↑ Progression and training beyond these Classification Levels are subject to relevant career path criteria.

5.3.1 *Administrative employee - Level 1(a) (Salary Point 0.0)* - An Administrative employee - Level 1(a) shall mean an employee not elsewhere defined, who is undertaking structured training so as to enable the employee to perform duties associated with clerical functions.

Such structured training shall be completed within 3 months of appointment to this level.

An employee at this level works under direct supervision, and performs routine duties.

Note: An Administrative employee - Level 1(a) falls within the National Training Board Australian Standards Framework at Level 1.

5.3.2 *Administrative employee - Level 1(b) (Salary Point 1.0)* - An Administrative employee - Level 1(b) shall mean an employee who is undertaking structured training towards a Certificate I or equivalent so as to enable the employee to perform work within the scope of this level.

An employee at this level possesses competencies which enables the employee to:

- (a) perform routine, predictable, repetitive and proceduralised tasks;
- (b) exercise judgement within the level of skill and training;
- (c) work under direct supervision;
- (d) understand basic quality control/assurance procedures; and
- (e) understand and utilise basic literacy and numeracy skills,

commensurate with the employee's training, experience and responsibilities.

Note: An Administrative employee - Level 1(b) falls within the National Training Board Australian Standards Framework at Level 1.

5.3.3 *Administrative employee - Level 2 (Salary Point 2.0)* - An Administrative employee - Level 2 shall mean an employee who has completed a Certificate I, or equivalent so as to enable the employee to perform work within the scope of this level.

An employee at this level possesses competencies which enables the employee to:

- (a) provide clerical support within Sections/Departments;
- (b) be responsible for the quality of the employee's own work;
- (c) work under routine supervision either individually or in a team environment;
- (d) exercise judgement within the employee's level of skills and training;
- (e) assist new staff and trainers by providing guidance and advice;
- (f) work in conformity with established rules and/or guidelines; and
- (g) use writing, numeracy and equipment skills,

commensurate with the employee's training, experience and responsibilities.

Note: An Administrative employee - Level 2 falls within the National Training Board Australian Standards Framework at Level 2.

5.3.4 *Administrative employee - Level 3 (Salary Point 3.0)* - An Administrative employee - Level 3 shall mean an employee who has completed a Certificate II, or equivalent so as to enable the employee to perform work within the scope of this level.

An employee at this level possesses competencies which enables the employee to:

- (a) fulfil a general support function within the workplace;
- (b) understand relevant organisational structure, procedure and policy and exercise discretion although knowledge required to perform work is usually relative to precedents, guidelines, procedures, regulations and instructions;
- (c) assist in the provision of on-the-job training to a limited degree;
- (d) work under general supervision;
- (e) exercise appropriate keyboard skills (where relevant) at a level higher than an employee at Level 2; and
- (f) be responsible for ensuring the quality of the employee's own work,

commensurate with the employee's training, experience and responsibilities.

Note: An Administrative Employee - Level 3 falls within the National Training Board Australian Standards Framework at Level 2.

5.3.5 *Administrative employee - Level 4 (Salary Point 4.0)* - An Administrative employee - Level 4 shall mean an employee who applies the skills acquired through the successful completion of a trade equivalent Certificate level qualification, Certificate III or equivalent and is able to exercise the skills and knowledge of such certification and experience.

An employee at this level possesses competencies which enables the employee to:

- (a) understand and apply quality systems and is able to inspect products and/or materials for conformity with established operational standards;
- (b) exercise good interpersonal communications skills;
- (c) exercise discretion within the scope of this level;
- (d) provide training and guidance as required;
- (e) perform work under general direction, either individually or in a team environment;
- (f) undertake a range of duties requiring judgement, liaison and communication within the organisation and other interested parties; and
- (g) perform planning and co-ordination of tasks as required,

commensurate with the employee's training, experience and responsibilities.

Note: An Administrative employee - Level 4 falls within the National Training Board Australian Standards Framework at Level 3.

5.3.6 *Administrative employee - Level 5 (Salary Point 5.0)* - An Administrative employee - Level 5 shall mean an employee who:

- (a) In addition to the requirements of an Administrative employee Level 4 has completed:
  - (i) 3 appropriate modules or equivalent; or
  - (ii) an equivalent standard of structured industry specific training, comprised of courses endorsed by the Training Committee;

OR

- (b) Is an employee with an equivalent level of training and/or skills and experience (e.g. possesses an appropriate Associate Diploma but is without relevant work experience).

An employee at this level possesses competencies which enables the employee to:

- (i) exercise discretion within the scope of this level;
  - (ii) work under general supervision, either individually or in a team environment;
  - (iii) understand and implement quality systems;
  - (iv) perform supervisory functions within the scope of this level and assist subordinate staff with on-the-job training; and
  - (v) exercise initiative in the application of established work procedures,
- commensurate with the employee's training, experience and responsibilities.

Note: An Administrative employee Level 5 falls within the National Training Board Australian Standards Framework at Level 4.

5.3.7 *Administrative employee - Level 6 (Salary Point 7.0)* - An Administrative employee - Level 6 shall mean an employee who:

- (a) In addition to the requirements of Administrative employee Level 4 has completed:
- (i) 9 appropriate modules of training or equivalent; or
  - (ii) an equivalent standard of structured specific training, comprised of courses endorsed by the Training Committee;

OR

- (b) Is an employee with an equivalent level of training and/or skills and experience (e.g. possesses an appropriate Associate Diploma and has relevant skills and experience appropriate to this level).

An employee at this level possesses competencies which enables the employee to:

- (i) provide guidance and assistance and undertake supervisory responsibilities as part of the function;
- (ii) assist in the provision of training, in conjunction with supervisors and trainers;
- (iii) understand and implement quality systems;
- (iv) work under limited supervision; and
- (v) exercise discretion within the scope of this level,

commensurate with the employee's training, experience and responsibilities.

Note: An Administrative employee - Level 6 falls within the National Training Board Australian Standards Framework at Level 4.

5.3.8 *Administrative employee - Level 7 (Salary Point 9.0)* - An Administrative employee - Level 7 shall mean an employee who:

- (a) In addition to the requirements of an Administrative employee - Level 4 has completed:
- (i) an Advanced Certificate or equivalent; or
  - (ii) an equivalent standard of structured specific training, comprised of courses endorsed by the Training Committee;

OR

- (b) Is an employee with an equivalent level of training and/or skills and experience (e.g. possesses an appropriate Associate Diploma and has relevant skills and experience appropriate to this level).

An employee at this level possesses competencies which enables the employee to:

- (i) undertake work in relation to established priorities and work practices;
  - (ii) research and prepare papers, reports, and draft complex correspondence;
  - (iii) undertake activities of a technical/specialist or detailed nature;
  - (iv) assist in the preparation of procedural guidelines;
  - (v) interpret and analyse information;
  - (vi) oversee and co-ordinate the work of subordinate staff;
  - (vii) has an overall knowledge and understanding of the operating principle of the systems and equipment on which the employee is required to carry out their tasks; and
  - (viii) assist in the provision of training to employees in conjunction with supervisors/trainers,
- commensurate with the employee's training, experience and responsibilities.

Note: Administrative employee - Level 7 falls within the National Training Board Australian Standards Framework at Level 5.

5.3.9 *Administrative employee - Level 8 (Salary Point 11.0)* - An Administrative employee - Level 8 shall mean an employee who:

- (a) In addition to the requirements of Administrative employee Level 4 has completed:
- (i) an Associate Diploma or equivalent; or
  - (ii) an equivalent standard of structured specific training, comprised of courses endorsed by the Training Committee;

OR

- (b) Is an employee with an equivalent level of training and/or skills and experience.

An employee at this level possesses competencies which enables the employee to:

- (i) operate under limited direction in relation to priorities;
  - (ii) prepare detailed reports and carry out investigations on complex equipment as directed or within the scope of discretion at this level;
  - (iii) apply advanced knowledge and understanding of the principles of the range of systems and/or equipment on which the employee may be involved;
  - (iv) assist in the provision of training to employees in conjunction with supervisors/trainers;
  - (v) prepare documentation for policy decision, complex correspondence and the like;
  - (vi) set priorities and achieve objectives, monitor work flow and manage staff resources to meet objectives; and
  - (vii) perform maintenance planning and predictive maintenance work for systems and equipment,
- commensurate with the employee's training, experience and responsibilities.

Note: Administrative employee - Level 8 falls within the National Training Board Australian Standards Framework at Level 6.



5.3.10 *Administrative employee - Level 9 (Salary Point 12.0)* - An Administrative employee - Level 9 shall mean an employee who:

- (a) In addition to the requirements of Administrative employee Level 4 has completed:
  - (i) an Associate Diploma or equivalent and further, has completed additional training as specified in the appropriate Career Path; or
  - (ii) an equivalent standard of structured specific training, comprised of courses endorsed by the Training Committee.
- (b) An employee at this level possesses competencies which enables the employee to:
  - (i) perform work within broad guidelines and under general direction;
  - (ii) accept responsibility for technical expertise, planning, administration or co-ordination work;
  - (iii) have substantial accountability and responsibility for output;
  - (iv) assist in the provision of training at the level required;
  - (v) initiate investigations and produce technical reports;
  - (vi) work independently as a specialist or in a team;
  - (vii) provide specialist support in a range of programs/activities;
  - (viii) control and co-ordinate the works program within budgetary constraints;
  - (ix) set project priorities, plan and organise own work and that of subordinate staff; and
  - (x) undertake a range of functions requiring application and development of knowledge and skills appropriate to departmental and/or enterprise goals,

commensurate with the employee's training, experience and responsibilities.

Note: Administrative employee - Level 9 falls within the National Training Board Australian Standards Framework at Level 6.

5.3.11 *Administrative employee - Level 10 (Salary Point 13.0)* - An Administrative employee - Level 10 shall mean an employee who:

- (a) In addition to the requirements of Administrative employee Level 4 has completed:
  - (i) an Associate Diploma or equivalent and further, has completed additional training as specified in the appropriate Career Path; or
  - (ii) an equivalent standard of structured specific training, comprised of courses endorsed by the Training Committee.
- (b) An employee at this level possesses competencies which enables the employee to:
  - (i) accept a high degree of responsibility for technical expertise, planning, administration or co-ordination of work;
  - (ii) have significant accountability and responsibility for output;
  - (iii) undertake high level creative planning, design or management functions;
  - (iv) use a high level of theoretical, cognitive and applied knowledge;
  - (v) exercise limited managerial responsibility for a work area;
  - (vi) work independently as a specialist and/or a senior member of a project team;

(vii) display a high level of interpersonal skills in the performance of the function; and

(viii) develop and implement significant works programs,

commensurate with the employee's training, experience and responsibilities.

5.3.12 *Administrative employee - Level 11 (Salary Point 14.0)* - An Administrative employee - Level 11 shall mean an employee who:

(a) In addition to the requirements of Administrative employee Level 4 has completed:

(i) an Associate Diploma or equivalent and further, has completed additional training as specified in the appropriate Career Path; or

(ii) an equivalent standard of structured specific training, comprised of courses endorsed by the Training Committee.

(b) An employee at this level possesses competencies which enables the employee to:

(i) be responsible as a technical expert or senior administrator;

(ii) provide a high level of creative planning, design and associated managerial functions;

(iii) establish and review guidelines and devise new approaches to design, operation, development or investigation;

(iv) be accountable and responsible for output;

(v) display interpersonal skills in the performance of functions at the level required;

(vi) develop and implement significant work programs; and

(vii) exercise initiative in the production and application of Standards and Procedures,

commensurate with the employee's training, experience and responsibilities.

Note: Administrative employee - Level 11 falls within the National Training Board Australian Standards Framework at Level 7.

#### 5.4 Classification definitions - Technical stream

##### Technical Stream Classification Structure Outline

Salary Point	Classification Level		Training Requirements
16.0			
15.0		↑	↑
14.0		Technical employee Level 8	Associate Diploma + additional training or equivalent
13.0		Technical employee Level 7	Associate Diploma + additional training or equivalent
12.0		Technical employee Level 6	Associate Diploma + additional training or equivalent
11.0		Technical employee Level 5	Associate Diploma or equivalent
10.0		*	22 modules or equivalent
9.0		Technical employee Level 4	Advanced Certificate or Equivalent
8.0		*	12 modules or equivalent
7.0		Technical employee Level 3	9 modules or equivalent
6.0	↑	*	6 modules or equivalent
5.0	Power Worker Level 5	Technical employee Level 2	3 modules or equivalent
4.0	Power worker Level 4	Technical employee Level 1	Trade Certificate or Certificate III or equivalent
3.0	Power worker Level 3		Certificate II or equivalent
2.0	Power worker Level 2		Certificate I or equivalent

1.0	Power worker Level 1(b)		Undertaking structured training towards a Certificate I
0.0	Power worker Level 1(a)		Induction Training

Certificates I, II and III are internal qualification standards established for each employer.

\* Reference to Salary Points 6, 8, 10 are for explanation purposes only and are not to be treated as classifications for Award purposes.

↑ Progression and training beyond these Classification Levels are subject to relevant career path criteria.

5.4.1 *Power worker - Level 1(a) (Salary Point 0.0)* - A Power worker Level 1(a) shall mean an employee not elsewhere defined, who is undertaking structured training so as to enable the employee to perform duties associated with a Power worker 1(b).

Such structured training shall be completed within 3 months of appointment to this level.

An employee at this level works under direct supervision, and performs routine duties essentially of a manual nature.

Note: Power worker Level 1(a) falls within the National Training Board Australian Standards framework at Level 1.

5.4.2 *Power worker - Level 1(b) (Salary Point 1.0)* - A Power worker Level 1(b) shall mean an employee who is undertaking structured training towards a Certificate I or equivalent.

An employee at this level possesses competencies which enables the employee to:

- (a) perform routine, predictable, repetitive and proceduralised tasks of a manual nature;
- (b) exercise minimal judgement;
- (c) work under direct supervision;
- (d) understand basic quality control/assurance procedures; and
- (e) understand and utilise basic literacy and numeracy skills,

commensurate with the employee's training, experience and responsibilities.

Note: Power worker Level 1(b) falls within the National Training Board Australian Standards Framework at Level 1.

5.4.3 *Power worker - Level 2 (Salary Point 2.0)* - A Power worker Level 2 shall mean an employee who has completed a Certificate I (8 modules) or equivalent.

An employee at this level possesses competencies which enables the employee to:

- (a) perform manual functional support duties within the enterprise;
- (b) be responsible for the quality of the employee's own work;
- (c) work under routine supervision either individually or in a team environment;
- (d) exercise discretion within the employee's level of skills and training; and
- (e) perform duties as a competent assistant,

commensurate with the employee's training, experience and responsibilities.

Note: Power worker Level 2 falls within the National Training Board Australian Standards Framework at Level 2.

5.4.4 *Power worker - Level 3 (Salary Point 3.0)* - A Power worker Level 3 shall mean an employee who has completed a Certificate II (16 modules) or equivalent.

An employee at this level possesses competencies which enables the employee to:

- (a) perform a specific support function within the enterprise;
- (b) work from complex instructions and procedures;
- (c) assist in the provision of on-the-job training to a limited degree;
- (d) work under general supervision;
- (e) exercise appropriate keyboard skills (where relevant) at a level higher than an employee at Level 2;
- (f) be responsible for assuring the quality of the employee's own work; and
- (g) perform work as a competent assistant,

commensurate with the employee's training, experience and responsibilities.

Note: Power worker Level 3 falls within the National Training Board Australian Standards Framework at Level 2.

5.4.5 *Power worker - Level 4 (Salary Point 4.0)* - A Power worker Level 4 shall mean an employee, not being a tradesperson, who, while still being primarily engaged in a support function, applies the skills acquired through the successful completion of a Certificate level qualification (e.g. Certificate III, 24 modules) or equivalent.

An employee at this level possesses competencies which enables the employee to:

- (a) understand and apply quality systems;
- (b) exercise discretion within the scope of this level; and
- (c) perform work under general supervision, either individually or in a team environment,

commensurate with the employee's training, experience and responsibilities.

Note: A Power worker Level 4 falls within the National Training Board Australian Standards Framework at Level 3.

5.4.6 *Power worker - Level 5 (Salary Point 5.0)* - A Power worker Level 5 shall mean an employee who, in addition to the requirements of a Power worker Level 4, has completed an additional 3 modules or equivalent.

An employee at this level works above and beyond a Power worker Level 4, and possess competencies which enables the employee to:

- (a) exercise discretion within the scope of this level;
- (b) work under general supervision, either individually or in a team environment;
- (c) understand and implement quality systems; and
- (d) provide guidance and assistance relevant to their skills,

commensurate with the employee's training, experience and responsibilities.

Note: Power worker Level 5 falls within the National Training Board Australian Standards Framework at Level 4.

5.4.7 *Technical employee - Level 1 (Salary Point 4.0)* - A Technical employee Level 1 shall mean an employee who holds an appropriate Trade Certificate, Tradesperson's Rights Certificate or Certificate of Competency, as defined in the *Electricity Act*, or equivalent, and is able to exercise the skills and knowledge of such certification.

An employee at this level possesses competencies which enables the employee to:

- (a) perform trade work which is generally of a routine, non-complex nature;
- (b) understand and implement quality systems;

- (c) perform work under general supervision either individually or in a team environment; and
  - (d) perform work which involves the skills of the employee's trade and work which is incidental and facilitates the completion of the employee's work,
- commensurate with the employee's training, experience and responsibilities.

Note: Technical employee Level 1 falls within the National Training Board Australian Standards Framework at Level 3.

5.4.8 *Technical employee - Level 2 (Salary Point 5.0)* - A Technical employee Level 2 shall mean an employee who:

- (a) In addition to the requirements of Technical employee - Level 1 has completed:
  - (i) 3 appropriate modules of training or equivalent; or
  - (ii) an equivalent standard of structured specific training, comprised of courses endorsed by the Training Committee;

OR

- (b) Is an employee with an equivalent level of training and/or skills and experience (e.g. possesses an appropriate Associate Diploma but is without relevant work experience):
  - (i) who is engaged in routine technical duties; or
  - (ii) whose function is that of Trainer/Supervisor/Co-ordinator, which is at a level higher than that of employee-in-Charge, (i.e. is responsible for the work of other employees engaged at a similar or lower classification level and/or the provision of structured on-the-job training to such employees),

and who, subject to statutory licensing requirements, exercises the skills and knowledge of such training.

- (c) An employee at this level is an experienced employee who exercises trade and/or other skills relevant to the specific requirements of the enterprise at a higher level than a Technical employee Level 1 and possesses competencies which enables the employee to:
  - (i) exercise discretion within the scope of this level;
  - (ii) work under general supervision either individually or in a team environment;
  - (iii) understand and implement quality systems;
  - (iv) provide technical guidance to others in their work team; and
  - (v) perform incidental and peripheral work,

commensurate with the employee's training, experience and responsibilities.

Note: The minimum salary level for an employee whose principal function is that of Trainer/Supervisor/Co-ordinator is Salary Point 6.0.

Technical employee Level 2 falls within the National Training Board Australian Standards Framework at Level 4.

5.4.9 *Technical employee - Level 3 (Salary Point 7.0)* - A Technical employee Level 3 shall mean an employee who:

- (a) In addition to the requirements of Technical employee - Level 1 has completed:
  - (i) an appropriate Post Trades Certificate (9 modules) or equivalent; or
  - (ii) an equivalent standard of structured specific training, comprised of courses endorsed by the Training Committee;

OR

- (b) Is an employee with an equivalent level of training and/or skills and experience (e.g. possesses an appropriate Associate Diploma and has relevant skills and experience appropriate to this level):
- (i) who performs technical duties; or
  - (ii) exercises cross-skilling in technical fields; or
  - (iii) whose principal function is that of Trainer/Supervisor/Co-ordinator (i.e. is responsible for the work of other employees engaged at a similar or lower classification level and/or the provision of structured on-the-job training to such employees),
- and who, subject to statutory licensing requirements, exercises the skills and knowledge of such training.

- (c) An employee at this level possesses competencies which enables the employee to:
- (i) exercise discretion within the scope of this level;
  - (ii) work under limited supervision either individually or in a team environment;
  - (iii) understand and implement quality systems;
  - (iv) provide technical guidance to others in their work team;
  - (v) assist in the provision of on-the-job training to others in their work team; and
  - (vi) perform incidental and peripheral work,
- commensurate with the employee's training, experience and responsibilities.

Note: Technical employee Level 3 falls within the National Training Board Australian Standards Framework at Level 4.

5.4.10 *Technical employee - Level 4 (Salary Point 9.0)* - A Technical employee Level 4 shall mean an employee who:

- (a) In addition to the requirements of Technical employee - Level 1 has completed:
- (i) an appropriate Advanced Certificate (15 modules) or equivalent; or
  - (ii) an equivalent standard of structured specific training, comprised of courses endorsed by the Training Committee;
- OR
- (b) Is an employee with an equivalent level of training and/or skills and experience who:
- (i) performs planning and/or technical duties; or
  - (ii) exercises cross-skilling in technical fields; or
  - (iii) performs the principal function of a Trainer/Supervisor/Co-ordinator (i.e. is responsible for the work of other employees engaged at a similar or lower classification level and/or the provision of structured on-the-job training to such employees),
- and who, subject to statutory licensing requirements, exercises the skills and knowledge of such training.
- (c) An employee at this level applies technical principles, practices, techniques and human relations skills to activities which include, for example; high level manual skills, fault diagnosis and related tasks in a workshop, laboratory, office, field or operations function and with further information, supervises such activities. Such an employee possesses competencies which enables the employee to:
- (i) perform routine technical work on complex equipment as directed;
  - (ii) use an overall knowledge and understanding of the operating principles of the systems and equipment on which to carry out tasks;
  - (iii) prepare technical reports (as required);

- (iv) exercise broad discretion within the scope of this level;
  - (v) work under limited supervision either individually or in a team environment;
  - (vi) understand and implement quality systems;
  - (vii) provide technical guidance or advice within the scope of this level;
  - (viii) assist in the provision of on-the-job training to others in their work team; and
  - (ix) perform incidental and peripheral work,
- commensurate with the employee's training, experience and responsibilities.

Note: Technical employee Level 4 falls within the National Training Board Australian Standards Framework at Level 5.

5.4.11 *Technical employee - Level 5* (Salary Point 11.0) - A Technical employee Level 5 shall mean an employee who:

- (a) In addition to the requirements of Technical employee - Level 1 has completed:
  - (i) an appropriate Associate Diploma or equivalent; or
  - (ii) an equivalent standard of structured specific training, comprised of courses endorsed by the Training Committee;

OR
- (b) Is an employee with an equivalent level of training and/or skills and experience who:
  - (i) performs planning and/or technical duties; or
  - (ii) exercises cross-skilling in technical fields; or
  - (iii) performs the principal function of a Trainer/Supervisor/Co-ordinator (i.e. is responsible for the work of other employees engaged at a similar or lower classification level and/or the provision of structured on-the-job training to such employees),

and who, subject to statutory licensing requirements, exercises the skills and knowledge of such training.
- (c) Subject to job requirements, an employee at this level applies practical techniques of analysis and technical principles, standards and practices, and human relations, to new and existing technologies in standard design, testing, inspection, plant operation, manufacturing, including fault diagnosis and maintenance, and with further information, supervises and manages such work. Such an employee may possess competencies which enables the employee to:
  - (i) have an advanced knowledge and understanding of the operating principles of the systems and equipment on which to carry out tasks;
  - (ii) prepare detailed technical reports as required;
  - (iii) undertake technical investigations within the scope of this level;
  - (iv) prepare reports and/or recommendations on the technical suitability of equipment, procedures and test results;
  - (v) estimate, quote, tender and supervise electrical/ electronic projects;
  - (vi) exercise independent judgement and initiative within the scope of this level;
  - (vii) work under limited supervision either individually or in a team environment;
  - (viii) understand and implement quality systems;
  - (ix) provide technical guidance or advice within the scope of this level;

- (x) assist in the provision of on-the-job training to others in their work team; and
  - (xi) perform incidental and peripheral work,
- commensurate with the employee's training, experience and responsibilities.

Note: Technical employee Level 5 falls within the National Training Board Australian Standards Framework at Level 6.

5.4.12 *Technical employee - Level 6 (Salary Point 12.0)* - A Technical employee Level 6 shall mean an employee who:

- (a) In addition to the requirements of Technical employee - Level 1 has completed:
  - (i) an appropriate Associate Diploma or equivalent; and further, has completed additional training as specified in the appropriate Career Path; or
  - (ii) an equivalent standard of structured industry specific training, comprised of courses endorsed by the Training Committee.
- (b) An employee at this level possesses competencies which enables the employee to:
  - (i) perform work within broad guidelines;
  - (ii) accept responsibility for technical expertise, planning, supervising or co-ordinating works;
  - (iii) be accountable and responsible for output;
  - (iv) initiate investigations and produce resultant technical reports;
  - (v) work independently as a specialist or in a team;
  - (vi) provide specialist support in a range of programs/activities;
  - (vii) control and co-ordinate the works program within budgetary constraints;
  - (viii) exercise a degree of autonomy, within budgetary constraints, in establishing works programs; and
  - (ix) perform duties as a Principal Trainer/Supervisor/Co-ordinator:
    - i.e. - responsible for the supervision and/or training of Technical Employees at lower classification levels,

commensurate with the employee's training, experience and responsibilities.

Note: Technical employee Level 6 falls within the National Training Board Australian Standards Framework at Level 6.

5.4.13 *Technical employee - Level 7 (Salary Point 13.0)* - A Technical employee Level 7 shall mean an employee who:

- (a) In addition to the requirements of Technical employee - Level 1 has completed:
  - (i) an appropriate Associate Diploma or equivalent; and further, has completed additional training as appropriate Career Path; or
  - (ii) an equivalent standard of structured specific training, comprised of courses endorsed by the Training Committee.
- (b) An employee at this level possesses competencies which enables the employee to:
  - (i) accept a high degree of responsibility for technical expertise, planning, supervising or co-ordinating works;
  - (ii) be accountable and responsible for output;
  - (iii) initiate investigations and produce resultant technical reports;



- (iv) work independently as a specialist or in a team;
- (v) provide specialist support in a range of programs/activities;
- (vi) display interpersonal skills in the performance of the employee's function;
- (vii) develop and implement significant works programs; and
- (viii) perform duties as a Principal Trainer/Supervisor/Co-ordinator:
  - i.e. - responsible for the supervision and/or training of Technical Employees at lower classification levels,
 commensurate with the employee's training, experience and responsibilities.

Note: Technical employee Level 7 falls within the National Training Board Australian Standards Framework at Level 6.

5.4.14 *Technical employee - Level 8 (Salary Point 14.0)* - A Technical employee Level 8 shall mean an employee who:

- (a) In addition to the requirements of Technical employee - Level 1 has completed:
  - (i) an appropriate Associate Diploma or equivalent; and further, has completed additional training as specified in the appropriate Career Path; or
  - (ii) an equivalent standard of structured industry specific training, comprised of courses endorsed by the Training Committee.
- (b) An employee at this level possesses competencies which enables the employee to:
  - (i) undertake significant responsibility as an operational expert, supervision or co-ordination;
  - (ii) provide a high level of creative planning, design and associated managerial functions;
  - (iii) establish and review guidelines and devise new approaches to design, operation, development or investigation;
  - (iv) be accountable and responsible for output;
  - (v) work independently as a specialist, supervisor, manager within the operational workforce;
  - (vi) display interpersonal skills in the performance of the employee's function;
  - (vii) develop and implement significant works programs;
  - (viii) exercise initiative in the production and application of Standards and Procedures; and
  - (ix) perform duties as a Principal Trainer/Supervisor/Co-ordinator:
    - i.e. - responsible for the supervision and/or training of Technical Employees at lower classification levels,
 commensurate with the employee's training, experience and responsibilities.

Note: Technical employee Level 8 falls within the National Training Board Australian Standards Framework at Level 7.

## 5.5 Classification definitions - Professional and managerial stream

Professional & Managerial Stream Classification Structure Outline

Salary Point	Classification Level	Training Requirements
16.0	Professional & Managerial employee Level 4	*

15.0	Professional & Managerial employee Level 3	*
14.0		
13.0	Professional & Managerial employee Level 2	*
12.0		
11.0		
10.0		
9.0		
8.0	Professional & Managerial employee Level 1 - Entry Point 4 year Degree	*
7.0		
6.2	Professional & Managerial employee Level 1 - Entry Point 3 year Degree	*
6.0		

\* For progression purposes, training is subject to relevant career path criteria.

5.5.1 *Professional and Managerial employee - Level 1 (3 Year Degree Entry - Salary Point 6.2; 4 Year Degree Entry - Salary Point 8.0)* - A Professional and/or Managerial employee - Level 1 shall mean an employee who holds an appropriate degree or equivalent.

An employee at this level:

- (a) operates under appropriate supervision;
- (b) performs normal professional work and exercises individual judgement and initiative in the application of principles and methods applicable to the profession concerned;
- (c) assists more senior professionals;
- (d) has work reviewed by a competent professional officer for validity, adequacy, methods and procedures;
- (e) assigns and checks work of support staff and others assigned to work on common projects. Work can be expected to receive less rigorous review as the employee progresses; and
- (f) exercises initiative in the application of professional practices either as a member (in some situations as leader) or a specialist professional in multi-disciplinary teams, or independently.

Note: Professional and/or Managerial employee - Level 1 spans the NTB Australian Standards Framework Competency Level 6.

5.5.2 *Professional and Managerial employee - Level 2 (Salary Point 13.0)* - A Professional and/or Managerial employee - Level 2 shall mean an employee who holds an appropriate degree or equivalent and who has relevant experience.

An employee at this level:

- (a) performs work requiring the application of mature professional skills and knowledge;
- (b) deals with problems for which it is necessary to modify established guidelines and devise new approaches or apply new professional skills or techniques;
- (c) makes recommendations that are technically and commercially accurate and feasible;
- (d) makes decisions on matters assigned including the establishment of professional work standards and procedures, and consults, recommends and advises in specialist areas;
- (e) outlines and assigns work, reviews it for technical accuracy and adequacy, and manages the work of others; and
- (f) exercises initiative in the application of professional practices either as a member (in some situations as leader) or a specialist professional in multi-disciplinary teams, or independently.

Note: Professional and/or Managerial employee - Level 2 spans the NTB Australian Standards Framework Competency Level 6.

5.5.3 *Professional and Managerial employee - Level 3 (Salary Point 15.0)* - A Professional and/or Managerial employee - Level 3 shall mean an employee who holds an appropriate degree or equivalent and who has relevant experience.

An employee at this level:

- (a) may be a technical expert or manage a unit of the organisation. In practice most positions at this level will contain both these elements;
- (b) may be a team leader having broad understanding spanning more than one professional field of work, or be a recognised authority within a particular specialised field of expertise, or both;
- (c) participates in short or long range planning and translates the more general objectives and strategies of higher management into specific targets and strategies for the unit;
- (d) takes initiatives, makes independent decisions and formulates policies and procedures within this overall framework to obtain the best performance and results from the organisational unit for which the officer is accountable;
- (e) gives expert technical advice to management and other units;
- (f) takes responsibility for development and provision of systems, facilities and functions;
- (g) manages groups and work programs;
- (h) directs or advises on the use of resources;
- (i) makes decisions not usually subject to technical review; decides courses of action necessary to expedite the successful accomplishment of assigned projects; and makes recommendations of significant impact on the organisation; and
- (j) has work assigned only in terms of broad objectives. Performance is reviewed for policy, soundness of judgement, results and general effectiveness.

Note: Professional and/or Managerial employee - Level 3 falls within the NTB Australian Standards Framework Competency Level 8.

5.5.4 *Professional and Managerial employee - Level 4 (Salary Point 16.0)* - A Professional and/or Managerial employee - Level 4 shall mean an employee who holds an appropriate degree or equivalent and relevant experience.

An employee at this level:

- (a) accepts responsibility for professional work, demanding a high level of expertise, independence, originality, ingenuity and mature judgement;
- (b) manages a unit of the organisation and exhibits a high level of competence in managing people and work;
- (c) performs work which is of primary importance to the organisation and which will have a substantial effect on the results obtained by the employing organisation;
- (d) contributes to the organisation's short and long range planning process and to the formulation of the organisation's objectives, strategies and policies;
- (e) translates broader corporate objectives, strategies and policies into specific objectives, strategies and policies realisable by the organisation unit;
- (f) manages large work groups; or manages a multi-discipline group engaged in interrelated work; or may be an expert leading a team of related professionals; or may be a recognised expert in a specialist field of crucial importance;
- (g) takes overall responsibility for the provision and control of systems, resources, facilities, functions and major investigations;

- (h) ensures that the organisation obtains maximum benefit from the application of professional expertise;
- (i) gives expert technical advice and acts as organisation spokesperson in a particular field of expertise; and
- (j) has work assigned only in terms of broad objectives. Performance is reviewed for policy, soundness of judgement, results and general effectiveness in pursuit of corporate and major organisational objectives.

Note: Professional and/or Managerial employee - Level 4 falls within the NTB Australian Standards Framework Competency Level 8.

## 5.6 Classification definitions - Production stream

### Production Stream Classification Structure Outline

Salary Point	Classification Level		Training Requirements
16.0			
15.0		↑	↑
14.0		Production worker Level 9	Associate Diploma + additional training or equivalent
13.0		Production worker Level 8	Associate Diploma + additional training or equivalent
12.0		Production worker Level 7	Associate Diploma + additional training or equivalent
11.0		Production worker Level 6	Associate Diploma or equivalent
10.0		*	22 modules or equivalent
9.0		Production worker Level 5	Advanced Certificate or Equivalent
8.0		*	12 modules or equivalent
7.0		Production worker Level 4	9 modules or equivalent
6.0	↑	*	6 modules or equivalent
5.0	Production worker Level 3(a)	Production worker Level 3(b)	3 modules or equivalent
4.0	Production worker Level 2(a)	Production worker Level 2(b)	Trade Certificate or Certificate III or equivalent
3.0	Production worker Level 1		Certificate II or equivalent
2.0	Power worker Level 2		Certificate I or equivalent
1.0	Power worker Level 1(b)		Undertaking structured training towards a Certificate I
0.0	Power worker Level 1(a)		Induction Training

Certificates I, II and III are internal qualification standards established for each employer.

\* Reference to Salary Points 6, 8, 10 are for explanation purposes only and are not to be treated as classifications for Award Purposes.

↑ Progression and training beyond these Classification Levels are subject to relevant career path criteria.

5.6.1 *Production worker - Level 1 (Salary Point 3.0)* - A Production worker Level 1 shall mean an employee who has completed a Certificate II or equivalent.

An employee at this level possesses competencies which enables the employee to:

- (a) perform a specific "support" function within the enterprise;
- (b) work from complex instructions and procedures;
- (c) assist in the provision of on-the-job training to a limited degree;
- (d) work under general supervision;
- (e) exercise appropriate keyboard skills (where relevant) at a level higher than an employee at Level 2;
- (f) be responsible for assuring the quality of the employee's own work; and

(g) perform work as a competent assistant,

commensurate with the employee's training, experience and responsibilities.

Note: Production worker Level 1 falls within the National Training Board Australian Standards Framework at Level 2.

5.6.2 *Production worker - Level 2(a) (Non-Trade) (Salary Point 4.0)* - A Production worker Level 2(a) shall mean an employee, not being a tradesperson, who, while still being primarily engaged in a support function, applies the skills acquired through the successful completion of a certificate level qualification (e.g. a Certificate III) or equivalent.

An employee at this level possesses competencies which enables the employee to:

- (a) understand and apply quality systems;
- (b) exercise good interpersonal communications skills;
- (c) exercise discretion within the scope of this level;
- (d) exercise appropriate keyboard skills (where relevant) at a level higher than an employee at Level 1; and
- (e) perform work under general supervision, either individually or in a team environment,

commensurate with the employee's training, experience and responsibilities.

Note: A Production worker Level 2(a) falls within the National Training Board Australian Standards Framework at Level 3.

5.6.3 *Production worker - Level 2(b) (Trade) (Salary Point 4.0)* - A Production worker Level 2(b) shall mean an employee who holds an appropriate Trade Certificate, Tradespersons Rights Certificate or Certificate of Competency, as defined in the *Electricity Act*, and is able to exercise the skills and knowledge of such certification.

In these definitions, the term "Tradesperson" or "Trade" shall be deemed to mean an Engineering Tradesperson.

An employee at this level possesses competencies which enables the employee to:

- (a) understand and implement quality systems;
- (b) exercise good interpersonal and communications skills;
- (c) exercise appropriate keyboard skills;
- (d) exercise discretion within the scope of this level;
- (e) perform work under general supervision either individually or in a team environment; and
- (f) perform work which involves the skills of the employee's trade and work which is incidental to the task and facilitate the completion of such task. The skills required to perform such incidental work would fall within the scope of the employees training,

commensurate with the employee's training, experience and responsibilities.

Note: Production worker Level 2(b) falls within the National Training Board Australian Standards Framework at Level 3.

5.6.4 *Production worker - Level 3(a) (Non-Trade) (Salary Point 5.0)* - A Production worker Level 3(a) shall mean an employee, who, in addition to the requirements of a Production worker Level 2(a), has completed an additional 3 modules or equivalent.

An employee at this level works above and beyond a Production worker Level 2(a), and possesses competencies which enables the employee to:

- (a) exercise the skills attained through satisfactory completion of the training prescribed for this classification;

- (b) exercise discretion within the scope of this level;
  - (c) work under general supervision, either individually or in a team environment;
  - (d) understand and implement quality systems; and
  - (e) provide guidance and assistance relevant to their skills,
- commensurate with the employee's training, experience and responsibilities.

Note: Production worker Level 3(a) falls within the National Training Board Australian Standards Framework at Level 4.

#### 5.6.5 *Production worker - Level 3(b) (Trade) (Salary Point 5.0) -*

- (a) A Production worker Level 3(b) shall mean an employee who in addition to the requirements of Production worker Level 2(b) has completed:
  - (i) 3 appropriate modules, or equivalent; or
  - (ii) an equivalent standard of structured specific training comprised of courses endorsed by the Training Committee.
- (b) An employee at this level works above and beyond a Production Worker Level 2(b), and possesses competencies which enables the employee to:
  - (i) exercise the skills attained through satisfactory completion of the training prescribed for this classification;
  - (ii) exercise discretion within the scope of this level;
  - (iii) work under general supervision, either individually or in a team environment;
  - (iv) understand and implement quality systems;
  - (v) provide guidance and assistance; and
  - (vi) exercise trade skills relevant to specific requirements involving the skills of the employee's trade and work,

commensurate with the employee's training, experience and responsibilities.

Note: Production worker Level 3(b) falls within the National Training Board Australian Standards Framework at Level 4.

#### 5.6.6 *Production worker - Level 4 (Salary Point 7.0) -*

- (a) A Production worker Level 4 shall mean an employee who in addition to the requirements of a Production worker Level 2(b) has completed:
  - (i) an appropriate Post Trades Certificate or equivalent; or
  - (ii) an equivalent standard of structured specific training comprised of courses endorsed by the Training Committee.
- (b) An employee at this level works above and beyond a Production Worker Level 3 and possesses competencies which enables the employee to:
  - (i) exercise the skills attained through satisfactory completion of the training prescribed for this classification;
  - (ii) provide guidance and assistance;
  - (iii) assist in the provision of training, in conjunction with supervisors and trainers;

- (iv) understand and implement quality systems; and
  - (v) work under generally limited supervision,
- commensurate with the employee's training, experience and responsibilities.

Note: Production worker Level 4 falls within the National Training Board Australian Standards Framework at Level 4.

5.6.7 *Production worker - Level 5 (Salary Point 9.0)* - A Production worker Level 5 shall mean an employee who:

- (a) In addition to the requirements of a Production worker Level 2(b) has completed:
  - (i) an Advanced Certificate or equivalent; or
  - (ii) an equivalent standard of structured specific training comprised of courses endorsed by the Training Committee.
- (b) An employee at this level works above and beyond a Production worker Level 4 and possesses competencies which enables the employee to:
  - (i) provide operational guidance or advice within the scope of this level;
  - (ii) operate the production equipment in their charge, as directed conforming with established operational training and skills acquired;
  - (iii) prepare routine reports of a technical nature;
  - (iv) has an overall knowledge and understanding of the operating principle of the systems and equipment on which the employee is required to carry out their tasks;
  - (v) assist in the provision of training to employees in conjunction with supervisors/trainers; and
  - (vi) respond to and control emergency situations as directed,

commensurate with the employee's training, experience and responsibilities.

Note: Production worker Level 5 falls within the National Training Board Australian Standards Framework at Level 5.

5.6.8 *Production worker - Level 6 (Salary Point 11.0)* - A Production worker Level 6 shall mean an employee who:

- (a) In addition to the requirements of a Production worker Level 2(b) has completed:
  - (i) an Associate Diploma or equivalent; or
  - (ii) an equivalent standard of structured specific training comprised of courses endorsed by the Training Committee.
- (b) An employee at this level works above and beyond a Production worker Level 5 and possesses competencies which enables the employee to:
  - (i) perform work and provide technical/operational guidance and advice within the scope of this level;
  - (ii) prepare detailed operational reports and carry out operational investigations on complex equipment as directed or within the scope of discretion at this level;
  - (iii) assist in the provision of training to employees in conjunction with supervisors/trainers;
  - (iv) supervise, plan and co-ordinate the activities of employees as required;
  - (v) be responsible for co-ordination of work projects, including switching, emergency repairs and testing within the limits of qualifications and training;
  - (vi) utilise extensive experience of transmission/generation plant behaviour to effectively control the system in both normal and adverse conditions; and

- (vii) interact with complex computer application programs,  
commensurate with the employee's training, experience and responsibilities.

Note: Production worker Level 6 falls within the National Training Board Australian Standards Framework at Level 6.

5.6.9 *Production worker - Level 7 (Salary Point 12.0)* - A Production worker - Level 7 shall mean an employee who:

- (a) In addition to the requirements of a Production worker Level 2(b) has completed:
  - (i) an Associate Diploma or equivalent; and
  - (ii) additional training as specified in the appropriate Career Path.
- (b) An employee at this level works above and beyond a Production worker level 6 and possesses competencies which enables the employee to:
  - (i) perform work within broad guidelines;
  - (ii) formulate and adapt appropriate courses of action to meet organisational objectives;
  - (iii) have accountability and responsibility for output;
  - (iv) initiate investigations and produce resultant operational reports;
  - (v) work independently as a specialist or in a team;
  - (vi) provide specialist support in a range of programs/activities;
  - (vii) provide specific operational advice on plant and equipment within the employee's charge in both normal and adverse conditions;
  - (viii) ascertain operational priority of plant and equipment in the employee's charge; and
  - (ix) perform duties as a Principal Trainer/Supervisor/Co-ordinator:
    - i.e. - responsible for the supervision and/or training of Production workers at lower classification levels,  
commensurate with the employee's training, experience and responsibilities.

Note: Production worker Level 7 falls within the National Training Board Australian Standards Framework at Level 6.

5.6.10 *Production worker - Level 8 (Salary Point 13.0)* -

- (a) A Production worker Level 8 shall mean an employee who in addition to the requirements of a Production worker Level 2(b) has completed an Associate Diploma or equivalent and further, has completed additional training as specified in the appropriate Career Path.
- (b) An employee at this level works above and beyond a Production worker Level 7 and possesses competencies which enables the employee to:
  - (i) accept a high degree of responsibility for operational expertise, planning, supervising or co-ordinating works;
  - (ii) have substantial accountability and responsibility for output;
  - (iii) initiate investigations and produce resultant operational reports;
  - (iv) work independently as a specialist;
  - (v) provide specialist support in a range of programs/activities;
  - (vi) display interpersonal skills in the performance of the employee's function;



- (vii) initiate corrective strategies for complex problems;
- (viii) determine operational priorities;
- (ix) utilise extensive experience of transmission/generation plant behaviour to effectively control the system in both normal and adverse conditions; and
- (x) perform duties as a Principal Trainer/Supervisor/Co-ordinator:
  - i.e. - responsible for the supervision and/or training of Production workers at lower classification levels, commensurate with the employee's training, experience and responsibilities.

Note: Production worker Level 8 falls within the National Training Board Australian Standards Framework at Level 6.

5.6.11 *Production worker - Level 9 (Salary Point 14.0)* - A Production worker Level 9 shall mean an employee who:

- (a) In addition to the requirements of a Production worker Level 2(b) has completed:
  - (i) an Associate Diploma or equivalent; and
  - (ii) additional training as specified in the appropriate Career Path.
- (b) An employee at this level works above and beyond a Production worker Level 8 and possesses competencies which enables the employee to:
  - (i) undertake significant responsibility as an operational expert, supervision or co-ordination;
  - (ii) provide a high level of creative planning, design and associated managerial functions;
  - (iii) establish and review guidelines and devise new approaches to design, operation, development or investigation;
  - (iv) be accountable and responsible for output;
  - (v) work independently as a specialist, supervisor, manager within the operational workforce;
  - (vi) display interpersonal skills in the performance of the employee's function;
  - (vii) develop and implement significant works programs;
  - (viii) exercise initiative in the production and application of Standards and Procedures;
  - (ix) co-ordinate and report corrective strategies for complex problems; and
  - (x) perform duties as a Principal Trainer/Supervisor/Co-ordinator:
    - i.e. - responsible for the supervision and/or training of Production workers at lower classification levels, commensurate with the employee's training, experience and responsibilities.

Note: Production worker Level 9 falls within the National Training Board Australian Standards Framework at Level 7.

## 5.7 Salary points and rates

5.7.1 *Salary Rates*: The following salary points and rates relate to the classifications contained in clauses 5.3 (Administrative stream), 5.4 (Technical stream), 5.5 (Professional and Managerial stream), 5.6 (Production stream):

Salary Point	Award Rate Per Annum	Interim Award Rate
	\$	\$
0.0	33,917	

Salary Point	Award Rate Per Annum \$	Interim Award Rate \$
1.0	34,327	
1.1	34,458	
1.2	34,588	
1.3	34,719	
1.4	34,849	
1.5	34,980	
1.6	35,110	
1.7	35,241	
2.0	35,371	
2.1	35,502	
2.2	35,632	
2.3	35,763	
2.4	35,893	
2.5	36,024	
2.6	36,154	
2.7	36,285	
3.0	36,519	
3.1	36,650	
3.2	36,780	
3.3	36,911	
3.4	37,041	
3.5	37,172	
3.6	37,302	
3.7	37,433	
4.0	37,564	
4.1	38,044	
4.1A		38,077
4.2	38,524	
4.2A		38,540
4.2B		38,692
5.0	38,900	
5.1	39,380	
5.1A		39,502
5.2	39,860	
6.0	40,340	
6.0A		40,476
6.1	40,820	
6.1A		40,895
6.2	41,300	
6.2A		41,501
7.0	41,780	
7.1	42,260	
7.1A		42,321
7.2	42,740	
8.0	43,220	
8.0A		43,346
8.1	43,700	
8.1A		43,756
8.2	44,180	
8.2A		44,371
9.0	44,661	
9.1	44,901	
9.2	45,141	
9.3	45,381	
9.4	45,621	
9.5	45,861	
9.6	46,101	

Salary Point	Award Rate Per Annum	Interim Award Rate
	\$	\$
10.0	46,341	
10.1	46,581	
10.2	46,821	
10.3	47,061	
10.4	47,301	
10.5	47,541	
10.6	47,781	
10.7	48,021	
11.0	48,261	
11.0A		48,471
11.1	48,802	
11.1A		48,881
11.2	49,343	
11.3	49,885	
11.3A		50,111
11.4	50,427	
11.4A		50,521
11.5	50,969	
11.5A		51,136
12.0	51,511	
12.0A		51,546
12.1	52,053	
12.1A		52,161
12.2	52,595	
12.2A		52,776
12.3	53,137	
12.3A		53,186
12.4	53,679	
12.4A		53,801
12.5	54,221	
12.5A		54,416
13.0	54,763	
13.0A		55,031
13.1	55,663	
13.1A		55,851
13.1B		56,261
13.2	56,563	
13.3	57,463	
14.0	58,363	
14.0A		58,926
14.1	59,263	
14.1A		59,336
14.2	60,163	
14.2A		60,514
14.3	61,063	
14.3A		61,283
15.0	61,963	
15.1	62,963	
15.1A		63,333
15.2	63,963	
15.3	64,963	
15.3A		65,383
15.4	65,963	
15.5	66,963	
15.5A		67,433
16.0	67,963	

Salary Point	Award Rate Per Annum	Interim Award Rate
	\$	\$
16.1	69,063	
16.1A		69,483
16.2	70,163	
16.2A		70,514
16.3	71,263	
16.3A		71,533
16.4	72,363	
16.4A		72,558
16.4B		73,071
16.5	73,463	

**NOTES:**

NOTE 1: The interim rates in the salary structure are for translation purposes only.

NOTE 2: 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.

**5.8 Salary payment**

An employee's salary shall be paid to the employee's credit in any one account, nominated by the employee with any bank, credit union, permanent building society or other financial institution at least once each fortnight. For the purpose of calculating the amount payable fortnightly, the annual salary shall be divided by 26:

Provided that where, as at 9 March 1995, salaries have been paid on a weekly basis, this procedure shall be continued. In such cases the salary payable weekly shall be calculated by dividing the annual salary by 52:

Provided further that where a 9 day fortnight is worked by an employee pursuant to clause 6.1 of this Award salaries are paid on a weekly basis, such weekly salaries shall be arrived at by dividing the fortnightly entitlement of salaries by 2.

The employer will meet in full any costs incurred in the payment of salary into the employee's nominated account.

**5.9 Higher duties**

5.9.1 Where an employer directs an employee to carry out duties which require the exercise of competencies over and above that for which the employee is otherwise remunerated, for at least one full day continuously (excluding agreed days off), such employee shall be entitled to the rate of pay prescribed by the Award for the competencies exercised.

5.9.2 An employee performing higher duties shall be paid, where practicable, at the relevant higher rate of salary in the next pay period following commencement of the higher duties, and in each subsequent pay period where such higher duties continues.

**5.10 Disability allowances**

5.10.1 *Asbestos removal* - Employees engaged on asbestos removal or working in close proximity to employees removing asbestos, shall be provided with and shall use all necessary safeguards as required by the Occupational Health Authority and/or the *Workplace Health and Safety Act 1995* and such employees shall be paid 66.8c per hour while so engaged.

5.10.2 *Battery work* - Employees mainly engaged in the maintenance of storage batteries, or engaged in overhauling or repairing of storage batteries or erecting second hand storage batteries that have been previously in use shall be paid at the rate of \$4.37 per day in addition to their ordinary rates.

5.10.3 *Bitumen or tar* - Employees handling bitumen or tar shall, in addition to their ordinary rates, be paid as follows:

Hot bitumen or tar - 68.1c per hour  
Cold bitumen or tar - 43.4c per hour.

5.10.4 *Boiler ducting maintenance* - Employees engaged in maintenance work in the following areas of boilers shall be paid \$1.597 per hour in addition to their ordinary rates of pay, with a minimum payment of 2 hours.

- (a) Furnace wall;
- (b) Boiler rear pass;
- (c) Air heater;
- (d) Cross-over ducting;
- (e) I.D. fans.

5.10.5 *Boiler repair work* - Employees engaged in repairs and alterations to old work only, regardless of the fact that new material may have to be used for the purpose, shall be paid 68.1c an hour for actual time so worked, in addition to their ordinary rates, but nothing extra shall be claimed for dirty work.

5.10.6 *Brick repair work* - Employees engaged in repairing the brickwork of furnaces and settings in connection with boilers where such work is carried out with second-hand bricks (i.e. with bricks which have been previously set in mortar or fire-clay in any construction work) shall be paid for at not less than one and one-sixth times their ordinary rates.

Hot work (work at a temperature of 43 degrees Celsius or over) shall be paid for at one and one-third times their ordinary rates.

5.10.7 *Building construction work* - An employee working on building construction work (as defined herein) shall be paid an allowance at the rate of \$25.80 per week 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; and
- (h) The lack of the usual amenities associated with factory work (e.g. recreational facilities, sanitary conveniences, etc.).

This allowance shall form part of the weekly salary in the calculation of overtime payments, annual leave pay, public holiday pay, sick pay and long service leave pay.

Building construction - For the purposes of this Award, "building construction work" shall include all classes of work carried out during the construction of new buildings, the construction of additions to existing buildings, and the necessary alteration of existing buildings, to make them conform to any new additions, and the demolition of buildings.

5.10.8 *Concrete mixing* - Employees engaged in mixing concrete shall be paid 55.85c per hour in addition to their ordinary rates whilst so engaged.

- 5.10.9 *Confined space* - An employee working in a confined space, i.e. a compartment, space or place the dimensions of which necessitate the employee working in a stooped or otherwise cramped position or without proper ventilation shall be paid 68.1c per hour in addition to their ordinary rates.
- 5.10.10 *Dirty work* - An employee shall be paid 52.85c per hour above the ordinary rate for the actual time employed on dirty or offensive work.
- 5.10.11 *Heavy machinery and/or transformers* - Employees engaged in carting and/or handling heavy machinery and/or transformers which are loaded on to vehicles by means other than cranes, shall be paid \$6.20 per week in addition to their ordinary rates.
- 5.10.12 *Height allowance* - Employees, other than employees engaged in electrical line work, required to perform work at a height 15 metres to 23 metres from the ground or low-water level or nearest horizontal plane shall be paid at the rate of \$13.20 per week in addition to their ordinary rates.

Employees required to perform work at a height of over 23 metres from the ground or low-water level or nearest horizontal plane shall be paid at the rate of \$20.30 per week in addition to their ordinary rates.

- 5.10.13 *Hot and cold work* - Employees who are required to work for more than one hour continuously in the shade in places where the temperature is raised by artificial means to 45 degrees Celsius or more, or is below 0 degrees Celsius, shall be paid 68.1c per hour in addition to their ordinary rates.
- 5.10.14 *Insulation work* - An employee employed on work which involves the handling of loose slag wool, loose insulwool, or other loose material of a like nature used in the construction, repair, or demolition of roofing, flooring, walls or partitions, for providing insulation against heat, cold or noise, shall be paid 66.8c per hour extra.
- 5.10.15 *Live sewer work* - Technical Employees 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.

- 5.10.16 *Machinery floats and/or low loaders* - Drivers of machinery floats and/or low loaders shall be paid \$14.90 per week in addition to their ordinary rates.
- 5.10.17 *Marker-off* - Employees whilst occupying the position of marker-off shall be paid \$3.27 per day in addition to their ordinary rates.
- 5.10.18 *Noxious gas fumes* - Employees who are required to work amongst noxious gas fumes shall be paid 68.1c per hour for actual time worked therein in addition to their ordinary rates.
- 5.10.19 *Jack hammer work and handling cement* - Power workers using jack hammers shall be paid \$3.57 per day in addition to their ordinary rate and shall be provided with aprons and gloves by the employer free of charge.

Power workers loading or unloading a quantity of not less than 6 bags of cement shall be paid 55.85c per hour in addition to their ordinary rates.

- 5.10.20 *Power station allowance* - In addition to the ordinary rates prescribed, employees employed at power stations, shall be paid the following allowances:

Per week  
\$

*Power Stations* -

- (a) Professional and Managerial employees,  
Administrative employees, Technical

employees engaged in supervisory, engineering, science and other technical disciplines, and Production workers engaged in the operation of generating plant	14.40
(b) Technical employees engaged in "trade" and/or electrical/electronic technician work and Power workers	30.10

This allowance shall be treated as part of the total ordinary rate and shall be taken into consideration for the purpose of computing overtime, week-end penalty rates etc.

The total ordinary rates for these employees shall be deemed to include any penalty rate prescribed by this Award for dirty work, wet work etc.

5.10.21 *Precipitator allowance* - Employees working in uncleaned or hot precipitators shall be paid \$3.257 per hour with a minimum payment of 2 hours in addition to their ordinary rates of pay. When working in cleaned precipitators, they shall be paid \$2.185 per hour with a minimum payment of 2 hours in addition to their ordinary rates.

5.10.22 *Roof repairs* - Technical employees and their assistants engaged on repairs to roofs shall be paid an additional 66.8c per hour.

5.10.23 *Shot/sand blasting* - An employee working a shot blast or sand blast shall be paid an allowance of 52.85c per hour for the actual time engaged in working such shot blast or sand blast, in addition to their ordinary rates.

5.10.24 *Toxic substances* - Employees using toxic substances or materials of a like nature shall be paid 66.8c per hour in addition to their ordinary rates. Employees working in close proximity to employees so engaged shall be paid 55.85c per hour in addition to their ordinary rates.

For the purpose of clause 5.10.24 toxic substances shall include epoxy based materials and all materials which include or require the addition of a catalyst hardener and reactive additives or 2 pack catalyst system shall be deemed to be materials of a like nature.

5.10.25 *Unpleasant conditions* - A payment of \$1.459 per hour, in addition to ordinary rates, shall be paid to employees for work done under particularly hot and unpleasant conditions on or in boilers or condensers, on soot blower systems of steaming or banked boilers, or in alternator air chambers during short outages or breakdowns.

This allowance shall not apply after a boiler has been out of service for forty-eight hours, or an alternator or condenser out of service for twelve hours.

Furthermore, this allowance shall not apply to work done during overhauls or condenser brushing, or for work done on stoker motors and stoker gear box mechanisms.

5.10.26 *Weed control* - Power workers engaged in spraying weeds shall be paid \$1.4735 per hour in addition to their ordinary rates while so engaged.

5.10.27 *Wet work* - Employees required to work in places where water, other than rain, is continually dripping so that their clothing becomes saturated with water, or where there is water under foot to a depth exceeding 50 millimetres so that their feet become wet, shall be paid 68.1c per hour in addition to ordinary rates.

This allowance shall not apply when protective waterproof clothing and/or footwear is supplied.

## 5.11 Expense reimbursement allowances

### 5.11.1 Tools -

(a) The following tool allowances shall be paid to Technical employees who are required to supply and use their own tools in the following classes of employment:

	Per Week
	\$
(i) carpentry, joinery, plumbing, gasfitting	23.10
(ii) bricklaying	16.50

(iii)	painting, draining (by a licensed drainer)	5.70
(iv)	electrical work (general), electrical work (instrumentation and process control), mechanical work (general), mechanical work (automotive), refrigeration work	20.00
(v)	electrical work (automotive), electronic work, boilermaking, toolmaking, turning, sheetmetal work	15.00
(vi)	cable jointing electrical line work, blacksmithing, welding	10.00

(b) At Callide "B" Generation Entity, employees engaged in the classes of employment known as Power Producer Day and Relief Assistant Power Producer shall be entitled to the relevant above tool allowances whilst performing the class of employment for Power Producer Day.

(c) Tool allowances shall not be paid while employees are absent on annual leave or long service leave.

5.11.2 *Uniform and laundry allowances (Occupational Health Nursing staff)* - The employer shall supply free of charge, uniform of a type or design considered most suitable, or in lieu thereof, an allowance at the rate of \$143.20 per annum shall be paid on a *pro rata* basis each pay day.

Where uniforms are not laundered at the employer's expense, an allowance of \$1.66 per week shall be paid.

## 5.12 Ability allowances

Note: Ability allowances shall not be paid to employees whose rates of pay include compensation for any of the following abilities:

5.12.1 *Certificate allowance* - A Technical employee who is the holder of a scaffolding certificate or rigging certificate issued pursuant to the *Workplace Health and Safety Act 1995* and is required to act on that certificate whilst engaged on work requiring a certificated person shall be paid an additional 55.85c per hour.

5.12.2 *Chain saw* - Employees using chain saws in the performance of their work shall be paid 55.85c per hour in addition to the ordinary rate whilst so engaged.

5.12.3 *Confidential allowance* - Administrative employees, up to salary level 6.0, who perform personal or confidential work, at the discretion of the employer, shall be paid an allowance of \$652 per annum in addition to their ordinary rates.

5.12.4 *Degree allowance* - Administrative employees, up to salary level 11.3, who have satisfied the examination requirements for a relevant degree of a recognised tertiary institution or a qualification assessed by the employer as being equivalent to a degree, shall be paid an allowance of \$1,432 per annum in addition to their ordinary rates.

5.12.5 *Explosive powered tools* - Employees required to use explosive powered tools shall be paid 17.8c per hour extra with a minimum payment of \$1.39 per day in addition to their ordinary rates.

5.12.6 *Goods in excess of 16.764m* - Employees who are required to drive vehicles carting goods in excess of 16.764m shall be paid \$2.15 per day in addition to the rate prescribed herein where the vehicle is travelling in or through built-up areas.

5.12.7 *Handling furniture and whitegoods* - Employees engaged in carting, handling or delivering any article of household, office or whitegoods shall be paid \$2.78 per day in addition to their ordinary rates.

5.12.8 *Motor vehicles drawing trailers* - An employee 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:

\$2.27 per day when drawing a loaded single axle trailer;

\$1.31 per day when drawing an empty single axle trailer;

\$2.90 per day when drawing a loaded trailer with more than one axle;



\$1.66 per day when drawing an empty trailer with more than one axle:

Provided that:

- (a) when on any day an employee drives a motor vehicle drawing an empty and a loaded trailer the employee shall be paid for that day the extra rate applicable for such loaded trailer;
- (b) not more than one trailer shall be attached and drawn at any one time;
- (c) the extra payment prescribed herein shall not apply to employees driving articulated vehicles or machinery floats and/or low loaders;
- (d) these allowances shall apply only in respect of the drawing of trailers having a loaded capacity in excess of .508 t;
- (e) the term "trailer" does not include - compressors, concrete mixers, welding plants and road brooms.
- (f) For motor vehicles drawing compressors, concrete mixers or welding plants - An employee driving a motor vehicle to which any of the following is attached, viz: compressor, concrete mixer or welding plant, shall be paid at the rate of 22.65c per hour or part thereof whilst so engaged, in addition to the rate of salary prescribed herein.

### 5.13 First aid

When an employee, who holds a current appropriate first aid certificate, is appointed by the employer as a first aid attendant they shall be paid at the rate of \$13.80 per week in addition to their ordinary rates.

### 5.14 Locality allowances

Employees subject to this Award shall be paid locality allowances as prescribed by sections 321 to 326 inclusive (as varied from time to time) of Part 5 of the Regulations made under the *Electricity Act 1994*.

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

### 6.1 Hours of work

6.1.1 *All employees, excluding Power workers (office cleaners) subject to clause 6.1.2 and shift workers subject to clause 6.5 .*

Day workers - The ordinary working hours of day working employees excluding casuals and part-time employees shall not exceed 36 1/4 hours per week or 7 1/4 hours per day to be worked between the hours of 6.00 a.m. and 6.30 p.m., Monday to Friday inclusive with a break of not more than one hour and not less than thirty minutes for a meal.

By agreement between the unions and the employer the ordinary hours may be worked over a fortnightly period of 9 consecutive working days and not more than 8 hours 3.3 minutes shall be worked on any such day at ordinary rates.

6.1.2 *Power workers (office cleaners) -*

- (a) The ordinary working hours for day workers shall be worked continuously excluding meal breaks and shall not exceed 36 1/4 hours per week. Such ordinary hours shall be worked between the hours of 6.00 a.m. and 6.00 p.m., Mondays to Fridays inclusive, and between 6.00 a.m. and 2.00 p.m. on Saturdays.
- (b) The ordinary working hours for night workers and intermediate workers shall be worked continuously excepting meal breaks and shall not exceed 36 1/4 hours per week, Mondays to Saturdays inclusive.

For the purposes of clause 6.1.2(b) "night workers" shall mean employees who commence after the fixed ceasing time for day workers and "intermediate workers" shall mean employees whose daily working hours cover portion of the hours prescribed for day workers and portion of the hours prescribed for night workers:

Provided that nothing in this clause 6.1.2(b) shall be deemed to apply to workers going to work twice a day.

- (c) The hours for workers going to work twice a day shall be between the hours of 6.00 a.m. and 9.00 a.m. and between the hours of 4.30 p.m. and 9.30 p.m. Monday to Fridays inclusive, and on Saturdays between 6.00 a.m. and 9.00 a.m. and between 12 noon and 2.00 p.m.

- (d) No employee engaged in office cleaning shall start work before 6.00 a.m.
- (e) Employees who are employed for at least 6 hours, shall be allowed one hour for a meal between the 4<sup>th</sup> and 6<sup>th</sup> hours of such employment.

Where the employer and employees agree, not less than thirty minutes shall be allowed for the midday meal break.

## **6.2 Overtime**

### *6.2.1 General -*

- (a) 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 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.
- (b) No employee shall refuse to work a reasonable amount of overtime to meet the needs of the employer.
- (c) Systematic overtime shall not be worked; it shall be considered such when 3 consecutive weeks' overtime has been worked.

Clause 6.2.1 (c) shall not apply when extra labour is not available forthwith.

- (d) When any portion of an hour is worked, employees shall receive payment in respect of any broken part of an hour at the current overtime rate with a minimum payment for one-half hour.

### *6.2.2 Penalties and minimum payments -*

- (a) Saturday - Employees required to work overtime commencing on Saturday shall be paid at one and a-half times the ordinary rate for the first 3 hours and double time thereafter with a minimum period of 3 hours work or payment therefore, except in the case of emergencies.
- (b) Sunday - All overtime work done on Sundays shall be paid at the rate of double time.
- (c) Minimum payment for Sundays - When employees are 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 this Award.
- (d) 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.

For all employees engaged in shift work, all time worked in excess of 8 hours in any one day shall be considered as overtime.

Employees who work overtime during an afternoon or night shift shall be paid double time on their afternoon or night shift rate respectively.

### *6.2.3 Recalls -*

- (a) Where employees are required to report for work between midnight and 6 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 a.m. Saturday.
- (b) Employees recalled to work overtime, except in the case of an emergency, after leaving the employers 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 recall.

Except in the case of unforeseen circumstances arising, an employee shall not be required to work the full 4 hours if the job the employee was recalled to do is completed within a shorter period.

Overtime worked in cases where it is customary for an employee to return to the employers premises to perform a specific job outside of 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 6.2.3(b).

- 6.2.4 *Nine day fortnight - agreed day off* - Employees working a 9 day fortnight, who are required to work on their agreed day off, shall be paid the overtime rates prescribed for work on Mondays to Fridays and where required to report for work between midnight and 6 a.m. shall be paid at the rate of double time for all time so worked up to 7 a.m.

By agreement with the employer, employees who work on their agreed day off and elect to substitute another ordinary working day for their agreed day off shall be paid at ordinary rates for work during what otherwise would be ordinary hours (8 hours 3.3 minutes), and appropriate overtime rates for work performed in excess thereof. Employees who so elect shall be permitted to accumulate no more than 2 working days. The time of taking such days shall be by mutual agreement but they must be taken as soon as practicable and no later than within the next four (4) weekly period. Such days shall not be taken in conjunction with annual leave or long service leave.

- 6.2.5 *Public holidays* - All time worked on 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.

- 6.2.6 *Travelling after overtime* - 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 to or from their homes.

- 6.2.7 *Breaks after overtime* - Employees who work so much overtime between the termination of their ordinary work on one day and the commencement of their ordinary work on the next day that they have not had at least 10 consecutive hours off duty between those times shall, subject to clause 6.2.7, be released after completion of such overtime until they have had 10 consecutive hours off duty without loss of pay for ordinary working time occurring during such absence. If on the instructions of their employer such employees resume or continue work without having had such 10 consecutive hours off duty, they shall be paid double rates until they are released from duty for such period and they shall then be entitled to be absent until they have had 10 consecutive hours off duty without loss of pay for ordinary working time occurring during such absence:

Provided that, where employees are recalled to work after the ordinary ceasing time, overtime worked in such circumstances shall not be regarded as overtime for the purposes of clause 6.2.7 where the actual time worked is less than 3 hours on such recall or on each of such recalls.

The provisions of clause 6.2.7 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 rosters; or
- (b) where a shift worker does not report for duty; or
- (c) where a shift is worked by arrangement between the employees themselves.

- 6.2.8 Employees who work so much overtime between 5 p.m. on Sunday and public holidays and agreed day off, and ordinary commencing time on the following working day so that they have not had 8 hours off duty between those times, shall, where practicable, be entitled to defer their normal starting time on such following working day until they have had 8 hours break from the time they return home from such overtime.

In the circumstances referred to above no deduction of pay shall be made where the break extends into ordinary hours.

Where it is not practicable for such break(s) to be taken, double rates shall be paid until the employee is released from duty for such period. Any ordinary time following release from duty shall be paid for at ordinary rates.

### **6.3 Meal break, crib break and meal allowance**

- 6.3.1 When working overtime, for more than one hour, employees shall be allowed to take thirty minutes for "crib" after the ordinary ceasing time, and also 45 minutes after each 4 hours work, provided such overtime continues, for which no deduction shall be made.

- 6.3.2 All employees required to do overtime work for more than one hour shall be paid \$12.10 for each meal between the ordinary ceasing time and the completion of overtime work, unless the employer provides such meal for them.
- 6.3.3 When employees have provided themselves with customary meals because of receipt of notice of intention to work overtime, they shall be entitled to an allowance of \$12.10 for each meal so provided in the event of the work not being performed or ceasing before the respective meal times.
- 6.3.4 All work done during the recognised meal period shall be paid for at the rate of double time, and payment at this rate shall continue until another and uninterrupted meal period of thirty minutes has commenced or until the cessation of that day's work, whichever ever occurs first. No employee shall be required to work more than 5 hours without a break for a meal.
- 6.3.5 When employees work 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 4<sup>th</sup> 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, employees shall be entitled to a further meal break of not more than one hour provided overtime continues after the break.

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

- 6.3.6 Employees called out shall be allowed to take 45 minutes for crib after each 4 hours' overtime worked provided such overtime continues, for which no deduction shall be made.
- 6.3.7 Employees called out within one and a-half hours of their normal ceasing time and who are required to work for more than one hour, or are called out within 2 hours of normal starting time shall be entitled to a meal allowance of \$12.10 and in addition shall be allowed 30 minutes as soon as possible thereafter, without deduction of pay, to partake of a meal.

#### **6.4 Rest pauses**

- 6.4.1 Where practicable every employee (other than a casual and part-time employee) shall be entitled to a rest pause or pauses not exceeding a total of 20 minutes duration in the employer's time during the daily work period.

Such rest pause or pauses may be taken in a manner and at such time or times as agreed upon between the employer and the majority of employees at the work location so that continuity of work will not be interrupted where continuity is necessary.

- 6.4.2 Casual and part-time employees who work a minimum of four (4) consecutive ordinary hours, but less than eight (8) ordinary consecutive hours on any one day, shall receive a rest pause of ten (10) minutes duration. Employees who work a minimum of eight (8) ordinary consecutive hours shall receive a rest pause or pauses as prescribed in clause 6.4.1 .

#### **6.5 Shift work**

- 6.5.1 Subject to the following provisions the ordinary hours of work for shift workers shall not exceed 36 1/4 hours per week.
- 6.5.2 The ordinary hours of work referred to in clause 6.5.1 may be exceeded in any week or weeks subject to the total ordinary hours worked during any roster period not exceeding that number of hours ascertained by multiplying the number of weeks in the roster period by 36 1/4 and may be worked according to a roster agreed upon between a majority of the employees concerned and the employer to suit the needs and circumstances of each establishment. The employer shall advise the Union secretary in writing of any agreed position prior to any agreed roster being implemented.
- 6.5.3 Shift workers shall be allowed a crib break of 30 minutes during each shift for which no reduction of pay shall be made.

Such break shall be taken at a time and in such manner that it will not interfere with continuity of work where continuity is necessary.

- 6.5.4 For the purposes of clause 6.5 the following definitions apply:

- (a) "Day shift" shall mean any shift worked between the hours of 6 a.m. and 6 p.m.
- (b) "Afternoon shift" shall mean any shift finishing after 6 p.m. and at or before midnight.
- (c) "Night shift" shall mean any shift finishing after midnight and at or before 8 a.m.

6.5.5 *Shift penalties* - In addition to salary, the following penalties shall be paid to employees working shifts as defined in clause 6.5.4.

(a) Shift allowance -

- (i) Afternoon shift - Employees who work afternoon shift shall be paid a shift allowance of 17 1/2% of their ordinary rate in addition to their ordinary rate.
- (ii) Night shift - Employees who work night shift shall be paid a shift allowance of 20% of their ordinary rate in addition to their ordinary rate.

(b) Week-end penalty rates - All time worked during an ordinary shift between midnight on Friday and midnight on Saturday shall be paid for at one and a-half times the ordinary rate and between midnight on Saturday and midnight on Sunday at double the ordinary rate.

## **6.6 Emergency work - availability duty**

6.6.1 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 4 hours' salary at ordinary rates.

6.6.2 Employees required to be on call for emergency work outside ordinary working hours shall be paid 12.91 per cent of level 4.0 on the salary scale prescribed in clause 5.7.1 divided by 52, for each week on which they are required to be on call in addition to their ordinary rates.

6.6.3 Employees required to act as duty employees outside ordinary working hours in areas where no control centre is operating shall be paid 23.05 per cent of level 4.0 on the salary scale prescribed in clause 5.7.1 divided by 52, for each week they are required to be on such duty in addition to their ordinary rates.

For the purpose of clauses 6.6.2 and 6.6.3 :

- (a) An "on-call employee" shall mean an employee who outside ordinary working hours is required to be available at all times to perform emergency work.
- (b) A "duty employee" shall mean an employee who is required after ordinary hours to return home to receive calls relative to emergency and/or breakdown work.

6.6.4 Where it is not feasible to operate this method of attending to emergency and/or breakdown work, as defined in clause 6.6.2 and 6.6.3, and the functions of the duty employee and the on-call employee are performed by the same employee, then that employee shall be paid 18.44 per cent of level 4.0 on the salary scale prescribed in clause 5.7.1 divided by 52, in addition to their ordinary rates.

6.6.5 Wherever practicable, the above duties shall be arranged on a roster basis.

6.6.6 Employees referred to in clauses 6.6.2, 6.6.3 and 6.6.4 shall have one day added to their annual leave for each public holiday on which they are required to be on duty.

## **PART 7 - LEAVE OF ABSENCE AND PUBLIC HOLIDAYS**

### **7.1 Annual leave**

7.1.1 Every employee (other than a casual employee) covered by this Award shall at the end of each year of employment be entitled to annual leave on full pay as follows:

- (a) Not less than 5 weeks if employed on shift work where 3 shifts per day are worked over a period of 7 days per week;
- (b) Not less than 4 weeks in any other case:

Despite clause 7.1.1 any casual power worker (office cleaner) shall be allowed 4 weeks' leave on full pay in each year. Payments for such 4 weeks' leave shall be at the rate of the average weekly earnings of such employees during the preceding twelve months:

All employees engaged at the 9 March 1995 (other than shift workers) in that part of the State of Queensland lying north of the 22<sup>nd</sup> Parallel of South Latitude and/or west of the 144<sup>th</sup> meridian of East Longitude in receipt of an additional week on full pay for each year of service or a monetary *pro rata* equivalent for a lesser period than one year shall continue to receive this additional leave.

- 7.1.2 Annual leave shall be exclusive of any public holiday which may occur during the period of that annual leave and subject to clause 7.1.3 shall be paid for by the employer in advance unless otherwise requested by the employee.

In the case of any and every employee in receipt immediately prior to annual leave of ordinary pay at a rate in excess of the ordinary rate payable under this Award at that excess rate; and

In every other case, at the ordinary rate payable to the employee concerned immediately prior to annual leave under this Award.

If the employment of any employee is terminated at the expiration of a full year of employment, the employer shall be deemed to have given the annual leave to the employee from the date of the termination of the employment and shall forthwith pay to the employee in addition to all other amounts due, pay, calculated in accordance with 7.1.3 for 4 or 5 weeks as the case may be and also ordinary pay for any public holiday occurring during such period of 4 or 5 weeks.

An employee, whose employment is terminated before the expiration of a full year of employment, shall be paid, in addition to all other amounts due, an amount equal to one-ninth of the employee's ordinary pay for the period of employment if the employee is one to whom clause 7.1.1(a) above applies, and one-twelfth if clause 7.1.1 (b) above applies, calculated in accordance with clause 7.1.3.

Calculation of the entitlement to annual leave shall be in hours as agreed between the appropriate unions and the employer.

- 7.1.3 *Calculation of annual leave pay* - annual leave entitlements (including any proportionate payments) shall be calculated as follows:

(a) Shift workers - Subject to clause 7.1.3(c) of the rate of salary to be paid to a shift worker shall be the rate payable for work in ordinary time according to the employee's roster or projected roster, including Saturday, Sunday or holiday shifts.

(b) Employees-in-Charge - Subject to clause 7.1.3(c), Employee-in-Charge allowances and amounts of a like nature otherwise payable for ordinary time worked shall be included in the salary to be paid.

(c) All employees - Subject to clause 7.1.3(d), in no case shall the payment by the employer to an employee be less than the sum of the following amounts:

- (i) The employee's ordinary salary rate as prescribed by the Award for the period of the annual leave (excluding shift premiums and week-end penalty rates);
- (ii) Employee-in-Charge allowance or amounts of a like nature;
- (iii) A further amount calculated at the rate of 17 1/2 % of the amounts referred to in clauses 7.1.3(c)(i) and 7.1.3(c)(ii).

(d) clause 7.1.3 (c) shall not apply to the following:

(i) Any period or periods of annual leave exceeding -

(A) 5 weeks in the case of employees employed in a calling where 3 shifts per day are worked over a period of 7 days per week; or

(B) 4 weeks in any other case.

(ii) Employers (and their employees) who are already paying (or receiving) an annual leave bonus, loading or other annual leave payment which is not less favourable.

- 7.1.4 If a public holiday falls on a day that a shift worker is rostered off, an extra day shall be added to annual leave.
- 7.1.5 Employees shall take their entitlement to annual leave within twelve months of the date on which it falls due except when by agreement with the employer it is deferred to a later date.
- 7.1.6 Unless the employee shall otherwise agree the employer shall give the employee at least 14 days' notice of the date from which the annual leave shall be taken.
- 7.1.7 Except as herein provided it shall not be lawful for the employer to give or for any employee to receive payment in lieu of annual leave.

## **7.2 Sick leave**

### *7.2.1 Entitlement*

- (a) Every employee, except casuals, school based apprentices and trainees, is entitled to eighty seven (87) hours sick leave for each completed year of their employment with their employer.
- (b) This entitlement will accrue at the rate of 7.25 hours sick leave after each month of employment.
- (c) Payment for sick leave will be made based on the ordinary number of hours that would have been worked if the employee were not absent on sick leave.
- (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 1885 hours absence from work through illness in any one year.

### *7.2.2 Employee must give notice.*

The payment of sick leave is subject to the employee promptly advising the employer of the employee's absence and its expected duration.

### *7.2.3 Evidence supporting a claim*

Every employee absent from work through illness on the production of a certificate from a duly qualified medical practitioner specifying the nature of the illness of the employee and the period or approximate period during which the employee will be unable to work, or of other evidence of illness to the satisfaction of the employer, and subject to having promptly notified the employer of the illness and of the approximate period aforesaid shall, subject as herein provided, be entitled to payment in full for all time so absent from work:

Provided that it shall not be necessary for an employee to produce such certificate if the employee's absence from work on account of illness does not exceed 2 days.

### *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 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.

### 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:

Provided an employee shall be entitled to a maximum of 2 days' leave without loss of pay on each occasion and on the production of satisfactory evidence of the death outside of Australia of an employee's immediate family and where the employee travels outside of Australia to attend the funeral.

## 7.4 **Family leave**

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

### 7.4.1 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.

### 7.4.2 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.

## 7.5 **Long service leave**

Employees shall be entitled to long service leave subject to and in accordance with regulations 309 to 320 inclusive Part 4 of the *Electricity Regulation 1994* made under the *Electricity Act 1994* inclusive (as varied from time to time).

Calculation of such entitlements to long service leave shall be in hours as has been agreed between the Unions and the employer.

## 7.6 **Public holidays**

### 7.6.1 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;
- 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.

#### 7.6.2 *Labour Day*

All employees covered by this Award shall be entitled to be paid a full day's wage for Labour Day (the first Monday in May or other day 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 day's wage for that day and in addition, a payment for the time actually worked by the employee at one and a-half times the ordinary rate prescribed for such work with a minimum of 4 hours.

#### 7.6.3 *Annual show*

All work performed in a district for the time being specified by the Minister, by notification published in the Gazette, on the day appointed under the *Holidays Act 1983* as a holiday in relation to an annual agricultural, horticultural or industrial show held in that district is to be paid for at a rate of double time and a-half, with a minimum of 4 hours. This is not to be construed to confer on an employee, while continued in employment by the employer, or taken to be continued in such employment pursuant to this Award, an entitlement to be paid at a rate therein prescribed for work performed on a day, such as is referred to in clause 7.6.3, on more than one occasion in each calendar year.

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.

#### 7.6.4 *Double time and a-half*

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

#### 7.6.5 *Stand down*

Any and every employee who, having been dismissed or stood down by the employer during the month of December in any year, shall be re-employed by the employer at any time before the end of the month of January in the next succeeding year shall, if that employee shall have been employed by that employer for a continuous period of 2 weeks or longer immediately prior to being so dismissed or stood down, be entitled to be paid and shall be paid by the employer (at the ordinary rate payable to that employee when so dismissed or stood down) for any one or more of the following holidays, namely, Christmas Day, Boxing Day, and the first day of January occurring during the period on and from the date of the dismissal or standing down to and including the date of re-employment as aforesaid.

#### 7.6.6 *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 holidays or a substituted day's leave.
- (b) A part-time employee is entitled to either payment for each public holidays 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 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 Accommodation, fares, travelling allowance and transfer conditions**

#### *8.1.1 Accommodation -*

- (a) Employees who are required to remain away from home overnight shall be supplied with suitable board and accommodation. Employees who, with the approval of the employer, assume responsibility for provision of their own board and accommodation whilst away from home in accordance with the employer's directions, shall be paid \$264.40 per week of 7 days or \$37.80 for each overnight absence.

When employees return home for a week-end or part of a week-end and do not absent themselves from the job for any of the ordinary working hours, no reduction of the allowance in clause 8.1.1 shall be made.

- (b) Employees who are supplied with suitable board and accommodation in terms of clause 8.1.1 (a) shall be paid by the employer each week/fortnight, an allowance as determined administratively from time to time, for "out of pocket" expenses. This allowance is not payable if employees assume responsibility for provision of their own board and accommodation pursuant to clause 8.1.1(a).

#### *8.1.2 Fares and travelling -*

- (a) When employees are required to travel by rail, first class fares shall be provided by the employer:

Provided that sleeping berths, if available, shall also be supplied where employees are required to travel at night.

- (b) When the duties of employees necessitate their travelling outside ordinary hours of duty, they shall be paid ordinary rates of pay for the time spent in travelling before the usual starting time and/or after the usual ceasing time:

Provided that the maximum number of hours actually spent in travelling to be paid for shall be twelve per day:

Provided further that actual time travelling on Sundays and holidays shall be paid for at time and a-half the ordinary rate.

- (c) Where employees provide their own vehicles and the vehicles are necessary for the proper discharge of their duties and their use is authorised by the employer, such employees shall be paid an allowance as under:

Bicycle -	\$3.50 per week
Motor cycle -	20.6c per km
Motor cycle with sidecar -	23.2c per km
Motor vehicles -	
Up to 1.5 litres -	27.45c per km
Over 1.5 litres and up to 2.5 litres -	29.2c per km
Over 2.5 litres -	33.5c per km.

- (d) Employees required to work on any day away from their usual place of work shall commence work at the usual starting time at the place designated by the employer and shall be paid:
- (i) for time reasonably spent travelling both ways between their homes and their designated place of work in excess of the time normally spent by them travelling both ways between their homes and their normal place of work. Payment for this travelling time shall be paid at the ordinary rates except on Sundays and public holidays when they shall be paid one and a-half times the ordinary rates; and
- (ii) for any fares reasonably incurred by them both ways in excess of the fares normally incurred in travelling both ways between their homes and their normal place of work.
- (e) Employees required to travel during ordinary working hours shall be paid for all such time spent travelling and shall have their fares paid.

### 8.1.3 *Transfer conditions -*

- (a) On engagement relocation expenses reasonably incurred, which would include first class rail fares (or equivalent) and travelling expenses of employees and dependents, together with cost of removal of furniture and effects to a measurement not exceeding 6 tonnes, from their place of engagement to the job shall, subject to the production of satisfactory evidence of the payment of such fares and expenses, be reimbursed to the employees on completion of 12 months' service.

The conditions of reimbursement expenses shall apply consequent upon appointment of employees to new places of employment where:

- (i) the radial distance from the present place of residence to such new depot (or recognised place of employment) is not less than 50 kilometres; and/or
- (ii) the employees are required by the employer to move their place of residence.
- (b) Where circumstances are considered to warrant such action, an employee transferred to a location where no house is available shall be reimbursed reasonable board and lodging expenses until the employee becomes domiciled.

The allowance shall not be payable for a period exceeding one month in all.

## **PART 9 - TRAINING AND RELATED MATTERS**

### **9.1 Training**

- 9.1.1 The parties to this Award recognise that, in order to increase the efficiency, productivity and competitiveness of the electricity industry a greater commitment to training and skill development is required. Accordingly, the parties commit themselves to:

- (a) developing a more highly 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 Following proper consultation the parties shall develop a training programme consistent with:

- (a) the current and future skill needs of the electricity industry;

- (b) the size, structure and nature of the operations of the industry;
- (c) the need to develop vocational skills relevant to the electricity industry through both industry courses and courses conducted by accredited educational institutions and providers.

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

### **10.1 Tools of trade**

10.1.1 The employer shall make available the following tools and appliances when required:

Precision tools over 300 mm in length, micrometers, verniers, dial indicators and other similar tools, heating appliances, hacksaw blades, files, pipe grips over 250 mm in length, taps, dies, cold chisels, spanners, scrapers, wrenches, pipe dies, clamps, jacks, tackle, caulking irons, frame chain and keys, mandrels, metal pots, pipe cutters, plumbing irons, drills, vices, lamps, bobbins, followers, hammers over 1 kg and pinch bars.

10.1.2 *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.

10.1.3 *Tools, etc. - putting in order* - 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.

### **10.2 Work in the rain**

10.2.1 Suitable waterproof clothing shall be supplied by the employer, where practicable, to employees who are required to work in the rain.

10.2.2 Notwithstanding the foregoing, where in the performance of such work, an employee whose clothes become wet from rain, 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 work ceases, whichever is the earlier.

10.2.3 Where a call-out involves work in the rain and where such call-out entitles an employee only to the minimum payment prescribed by this Award, the penalty for work in the rain shall be paid in addition to such minimum payment.

## **PART 11 - AWARD COMPLIANCE AND UNION RELATED MATTERS**

### **Preamble**

Clauses 11.1 and 11.2 are based on 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 they do not want their 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 an organisation of employees that has the right to represent the industrial interests of the employees concerned. A list of such organisations of employees is included in clause 1.5 of this Award.

#### *11.3.1 Documentation to be provided by employer*

At the point of engagement, the employer 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 Union representatives**

11.4.1 Upon receiving written advice from the Branch Secretary of the Union (hereinafter referred to as the Union) that a member has been appointed to act as a Union representative at a workplace, or section of a workplace, the employer shall recognise such person as accredited by the Union for as long as the employee remains so appointed and remains attached to that workplace.

11.4.2 A Union representative shall be allowed such reasonable time during working hours, as may be agreed between the employer and the Union representative concerned, to:

- (a) discuss with the Union members at the workplace at which they are Union representatives, matters relative to working conditions and other matters, with a view to avoiding industrial disputation;

(b) discuss with duly accredited full-time officers of the Union matters referred to above;

(c) discuss with the employer, matters raised by members affecting their employment at the workplace.

11.4.3 A union representative may be allowed reasonable access to facilities needed to perform their function, as may be agreed between the employer and the Union representative concerned. Access as agreed may be subject to such reasonable conditions and limitations as the employer may impose.

## **11.5 Trade union leave**

11.5.1 Upon application to the employer by the employee which is endorsed by the relevant Union and on giving 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 relevant Union.

Provided that an employee who has so applied for such leave has at least 3 months' service with a current employer prior to leave being granted.

11.5.2 The granting of such leave shall be subject to the convenience of the employer and will not unduly affect the operations of the employer.

11.5.3 The scope, content and level of the course shall be such as to contribute to a better understanding of industrial relations within the employer's operations.

11.5.4 In granting leave no additional payments will be incurred if such course coincides with the employee's day off in the 9 day fortnight working arrangements or any other concessional leave or any other costs except the payment of extra remuneration where relieving arrangements are instituted to cover the absence of the employee.

11.5.5 The employer may make spot checks from time to time of those employees who have been released on leave to satisfy the employer that such employees actually attend such courses.

11.5.6 Such paid leave will not affect other leave granted to employees under the respective awards in operation in the industry.

11.5.7 For the purposes of clause 11.5 payment is at the ordinary rate only in respect of the days on which the employee (including shift and non-shift workers) would normally have been paid. Ordinary rates for a shift worker shall mean the base Award rate but excluding penalty rates.

All purpose allowances such as employee-in-charge, power station allowance and the like shall be paid where appropriate.

## **DIVISION 2 - GOVERNMENT OWNED TRANSMISSION AND SUPPLY**

### **PART 2 - FLEXIBILITY**

#### **2.1 Enterprise flexibility**

2.1.1 As part of a process of improvement in productivity and efficiency, discussion will 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 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 procedures**

The matters to be dealt with in this procedure shall include all grievances or disputes between an employee and an employer in respect to any industrial matter and all other matters that the parties agree on and are specified herein. Such procedures shall apply to a single employee or to any number of employees.

- 3.1.1 In the event of an employee having a grievance or dispute the employee shall in the first instance attempt to resolve the matter with the immediate supervisor, who shall respond to such request as soon as reasonably practicable under the circumstances. Where the dispute concerns alleged actions of the immediate supervisor the employee/s may bypass this level in the procedure.
- 3.1.2 If the grievance or dispute is not resolved under clause 3.1.1, the employee or the employee's representative may refer the matter to the next higher level of management for discussion. Such discussion should, if possible, take place within 24 hours after the request by the employee or the employee's representative.
- 3.1.3 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 3.1.5.
- 3.1.4 If the grievance or dispute is still unresolved after discussions mentioned in clause 3.1.2, the matter shall, in the case of a member of a Union, be reported to the relevant officer of that Union and the senior management of the employer or the employer's nominated industrial representative. An employee who is not a member of a Union of employees may report the grievance or dispute to senior management or the nominated industrial representative. This should occur as soon as it is evident that discussions under clause 3.1.2 will not result in resolution of the dispute.
- 3.1.5 If, after discussion between the parties, or their nominees mentioned in clause 3.1.4, the dispute remains unresolved after the parties have genuinely attempted to achieve a settlement thereof, then notification of the existence of the dispute is to be given to the Commission in accordance with the provisions of the Act.
- 3.1.6 Whilst all of the above procedure is being followed, normal work shall continue except in the case of a genuine safety issue.
- 3.1.7 The *status quo* existing before the emergence of the grievance or dispute is to continue whilst the above procedure is being followed.
- 3.1.8 All parties to any dispute shall give due consideration to matters raised or any suggestion or recommendation made by an Industrial Commissioner with a view to the prompt settlement of the dispute.
- 3.1.9 Any Order or Decision of the Commission (subject to the parties' right of appeal under the Act) will be final and binding on all parties to the dispute.
- 3.1.10 Discussions at any stage of the procedure shall not be unreasonably delayed by any party, subject to acceptance that some matters may be of such complexity or importance that it may take a reasonable period of time for the appropriate response to be made. If genuine discussions are unreasonably delayed or hindered, it shall be open to any party to give notification of the dispute in accordance with the provisions of the Act.

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

##### **4.1 Contract of employment**

- 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) part-time (as defined); or
- (c) casual (as defined).

##### **4.2 Part-time employment**

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

- (a) is employed for not less than 15 hours per week and for not more than 32.2 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.

- 4.2.2 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.
- 4.2.3 Any variation to the work pattern will be in accordance with methods of altering the ordinary hours of work for full-time employees.
- 4.2.4 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.
- 4.2.5 An employer is required to roster a part-time employee for a minimum of 3 consecutive hours on any day.
- 4.2.6 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 clause 4.2.2 or 4.2.3 will be overtime and paid for at the rates prescribed in clause 6.2 of this Award.
- 4.2.7 A part-time employee employed under the provisions of clause 4.2 must be paid for ordinary hours worked at the rate of one 36 1/4 of the weekly rate prescribed for the class of work performed.
- 4.2.8 Where a public holiday falls on a day upon which an employee is normally employed, that employee shall be paid the appropriate rate for the number of hours normally worked on that day.
- 4.2.9 Where an employee and their employer agree in writing, part-time employment may be converted to full-time, and vice-versa. If such an employee transfers from full-time to part-time (or vice-versa), all accrued award and legislative entitlements shall be maintained. Following transfer to part-time employment accrual will occur in accordance with the provisions relevant to part-time employment.
- 4.2.10 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 4.3 of this Award.
- 4.2.11 All other provisions of the Award relevant to weekly employees shall apply to part-time employees.

### **4.3 Casual employment**

- 4.3.1 A casual employee shall mean an employee who is engaged by the hour for less than one week and paid as such.
- 4.3.2 The following conditions shall be applicable to casual employees:
- (a) The ordinary hours shall not exceed 8 hours 3.3 minutes per day between the hours of 6.00 a.m. and 6.30 p.m. Monday to Friday.
  - (b) A casual employee shall be paid at the rate of 23 percent per hour in addition to the ordinary hourly rates with a minimum payment of 2 hours for each engagement.
  - (c) All time worked in excess of 8 hours 3.3 minutes per day or outside the spread of hours pursuant to clause 6.1 shall be paid at the appropriate overtime rate.

### **4.4 Termination of employment**

#### *4.4.1 Statement of Employment*

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

#### *4.4.2 Termination by employer*

- (a) In order to terminate the employment of an employee the employer shall give 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

Provided that the notice shall be continued from week to week and that it shall not be counted as annual leave.

(b) In addition to the notice in 4.4.2 (a), employees over 45 years of age at the time of giving of notice and with not less than 2 years' continuous service, 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.

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

(d) Compensation must at least equal the total of the amount the employer would have been liable to pay the employee if the employees employment had continued until the end of the required notice period.

The total must be calculated on the basis of:

- (i) the ordinary time rate of pay for 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 contract of employment.
- (e) The period of notice in clause 4.4 shall not apply in the case of dismissal for misconduct or other grounds that justify instant dismissal, in the case of seasonal employees, or to employees on daily hire, or employees engaged for a specific period of time or for a specific task or tasks.

#### 4.4.3 *Notice of termination by employee*

An employee shall give an employer one week's notice of termination of employment. If an employee fails to give notice the employer shall have the right to withhold one week's wages due to the employee.

#### 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 **Continuity of service - transfer of calling**

In cases where a transfer of calling occurs, continuity of service will be determined in accordance with sections 67-71 of the Act.

### 4.6 **Anti-discrimination**

4.6.1 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* as varied from time to time, 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 any of the above attributes;
- (b) sexual harassment; and
- (c) racial and religious vilification.

4.6.2 Accordingly, in fulfilling their obligations under the grievance and dispute 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.

4.6.3 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.

4.6.4 Nothing in clause 4.6 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

## **PART 5 - WAGES AND WAGE RELATED MATTERS**

### **5.1 Classifications - transmission and supply**

The classification definitions in this Award recognise the following 3 broad streams:

- 5.1.1 *Administrative stream* - The Administrative stream shall include employees engaged in clerical and administrative tasks.

Definitions contained in this stream recognise that Administrative employees will be engaged in broad disciplines including Personnel, Industrial Relations, Computing, Administration, Logistics (Materials Supply), Finance, Sales and Marketing.

In the Administrative stream, adult employees, not employed in formal traineeships will be given the opportunity to train to minimum Salary Level 5.1 on the basis of skills acquired and required to be used which are assessed annually.

- 5.1.2 *Technical stream* -

- (a) The Technical stream incorporates 2 broad vocational fields; Power workers and technical employees.

- (i) The Power worker field shall include but not be restricted to employees primarily engaged in work assisting tradespersons, storework, general labouring and cleaning duties, plant vehicle and/or equipment operation and rigging or scaffolding.

- (ii) The Technical employee field shall include:

- (A) employees who possess as a minimum qualification, a trades certificate or certificate of competency (as defined in the *Electricity Act 1994*) and are engaged in the broad trade disciplines as defined;
- (B) employees primarily engaged on, but not restricted to, work in Engineering/Science/Other Technical and Supervisory functions.

- (b) Power workers - Each new employee engaged at Power worker Level 1 will be given the opportunity to train to a minimum skill Level of Power worker level 2 (Salary Level 2.0). An employee will be given the opportunity to complete such training within 3 years of appointment. Approved Training Plans may be developed to Power worker Level 5.

- (c) Technical employees -

- (i) Each tradesperson in this stream will be given the opportunity to train to a minimum skill level of Technical employee Level 2 (Salary Point 5.1). The tradesperson will be given the opportunity to complete such training within 3 years of appointment.

Apprentices and trainee linespersons/jointers will be given the opportunity to complete such training within 2 years of appointment.

- (ii) Each employee engaged in the Engineering/Science/Other Technical discipline will be given the opportunity to train to a minimum skill level of Technical employee Level 3 (Salary Point 8.0).

- (d) Trade disciplines - The definitions recognise that tradespersons will be engaged in the following 5 broad disciplines:

- (i) Electrical/Electronic: Including the design, assembly, manufacture, installation, modification, testing, fault finding, commissioning, maintenance and service of all electrical and electronic devices, systems equipment and controls, e.g. electric wiring, motors, generators, programmable logic controllers and other electronic controls, instruments, refrigeration, telecommunications, radio and television, communication and information processing equipment, and automotive electrics;

- (ii) Power Distribution: Including the design, construction, installation, modification, testing, fault-finding, commissioning, maintenance and service of underground and overhead power distribution/transmission systems, equipment and controls;
  - (iii) Mechanical: Including the design, assembly, manufacture, installation modification, testing, fault finding, commissioning, maintenance and service of all mechanical equipment, machinery, fluid power systems, automotive mechanics, instruments, refrigeration and the use of related computer controlled equipment, e.g. computer numeric controlled machine tools;
  - (iv) Fabrication/vehicle building: Including fabrication, forging, founding, structural steel erection, electroplating, metal spinning, metal polishing, sheet metal work, and the use of related computer controlled equipment. This includes fabrication in all metals, plastic, carbon fibre, composite materials, ceramics and other material;
  - (v) Building Services: Includes carpentry, plumbing, painting, and other related fields.
- (e) Tasks which an employee may perform are subject to the employee having the appropriate Trade and Post Trade Training to enable the employee to perform the particular tasks.
- (f) The Post Trade and Advanced Certificates referred to in these definitions, are not directly comparable with existing post-trade qualifications and the possession of such qualifications does not itself justify classification of a tradesperson to a particular classification level.
- (g) Engineering/Science/System Control Operator/Other Technical and Supervisory - The definitions also recognise 3 additional broad disciplines within the Technical stream.
- (i) Engineering/Science/Other Technical shall include employees who possess as a minimum qualification, an appropriate Associate Diploma or equivalent and who are:
    - (A)responsible for using their Engineering/Science/Other Technical skills and judgement in a range of engineering, scientific, occupational health or engineering surveying functions including design, drafting, graphics, planning, research, quality process, cost estimating, construction, survey, property assessment, laboratory research and testing, manufacture, diagnostics, communications, computers, operation of complex equipment, maintenance, standards, testing, inspection, supervision, budgeting, scheduling, data recording, data analysis, reporting, calculations, project co-ordination, administrative functions, and technical management;
    - (B)responsible for the provision of technical advice and services to domestic, commercial, rural and industrial consumers on effective utilisation of electricity.
  - (ii) Supervisory shall include employees primarily involved in supervising, co-ordination and training activities, including employees who are:
    - (A)responsible for the work of other employees and/or provision of on-the-job training and/or technical guidance;
    - (B)responsible for the supervision and/or training of other supervisors or trainers;
    - (C)responsible for the supervision and/or inspection of work projects and construction.
  - (iii) System Control Operators - System Control Operators are employees directly engaged in the control and operation of electricity transmission and or electricity distribution systems from designated Control Centres:
    - (A)These employees will be engaged in tasks including but not limited to monitoring, operating and non-technical maintenance of plant and equipment, and training, supervising and co-ordinating for the above.
    - (B)Each employee in this field may progress through the acquisition of skills in accordance with an Approved Training Plan.
    - (C)The parties agree to recognise internal training provided by the employer leading to an essential competency until such time as agreed Specific Accredited Training is available.

- (a) Positions within the Professional/Managerial stream shall require a degree qualification or equivalent, in a relevant field and/or may require registration by a Professional Board.
- (b) Professional/managerial employees will be required to provide professional advice, services and support in specialist fields of competence, and/or undertake management or supervision of part of the organisation.

Progression will depend upon the acquisition and use of additional skills/competencies. The rate of progression will depend upon the individual acquiring and applying skills/competencies in accordance with relevant Career Path criteria.

Definitions contained in this Stream recognise that Professional/Managerial employees will be engaged in broad disciplines including Legal, Accounting, Architecture, Engineering, Computing, Chemistry, Economics, Metallurgy, Psychology, Science, Surveying, Valuing, Managerial, Marketing and Employee/Industrial Relations.

- 5.1.4 *Competency standards* - The parties to this Award acknowledge the need for, and are committed to, the development and implementation of NEUITAB (as reconstituted from time to time) endorsed Competency Standards which are applicable to the employers.

## **5.2 General definitions**

- 5.2.1 *Training committee* - The Training Committee is a joint Union/management group which has the responsibility to provide guidelines and monitor training activities for the Queensland Transmission and Supply Corporation and its Subsidiaries.

- 5.2.2 *Modules* - For the purposes of these definitions, a "module" shall mean either:

- (a) 40 hours nominal duration of training at TAFE, University or equivalent; or
- (b) that amount of structured training (which may comprise either on and/or off the job components) which is recognised as equivalent by the parties. Unresolved grievances shall be referred to the Training Committee for recommendation.

- 5.2.3 *Progression rules* - Progression within the classification and/or salary structure may occur on one of the following bases:

- (a) the acquisition of skills in accordance with an Approved Training Plan;
- (b) reclassification on the basis of the demonstration of skills acquired and required to be used;
- (c) appointment to a position with a higher award classification.

- 5.2.4 *Approved training plans* - An approved training plan shall be available to each employee who is in a classification where further progression is available through skills development. The mutual needs of the employer and its employees will be considered in respect to the development of Approved Training Plans in order to provide the skills and competencies to meet work requirements.

The plan will identify the training to be completed, the agreed time for undertaking and completing the training and any provisions or arrangements for training time or leave for training purposes.

The plan will be developed and agreed by the employee and the employee's supervisor.

Approved Training Plans are to be developed in accordance with guidelines established by the Training Committee.

- 5.2.5 *Recognition of employees' skills/qualifications* - An employee may have prior work experience and/or current knowledge recognised as being equivalent to a qualification outlined in the classification structure. Such recognition may occur by the employee requesting assessment through the Competency Recognition Procedure. This procedure forms part of the agreed Implementation Guide.

Recognition of an employee's skills may occur on one of the following bases:

- (a) where Competency Standards exist, the assessment will be carried out by testing against the Competency Standards using a formal Recognition of Prior Learning process;

(b) where Competency Standards do not exist, Recognition of Prior Learning assessment will be carried out by testing against Interim Competency Levels or Learning Outcomes from training programs/ modules, recognised by the Training Committee for Award purposes.

- 5.2.6 *Recognition of other factors* - For the purposes of this Award, other relevant factors may be deemed to have a monetary value, in addition to that provided through training.
- 5.2.7 *Career paths* -- Where career paths applicable to definitions in the Administrative, Technical, Professional and Managerial, and the Production streams have already been agreed, or have already been filed with the Industrial Registrar prior to the making of this award or, are agreed to after the making of the Award, the Career Paths are to be used in conjunction with the Award Classification definitions to resolve any dispute regarding an employee's classification. Career paths will be developed through the appropriate consultative mechanism involving representatives of the employer, employees and the relevant Unions.

Schedule	Classification Stream
A	Administrative
B	Technical
C	Professional and Managerial

Career paths relate to a nominated stream and will outline how the Classification Structure and Definitions are to be implemented.

- 5.2.8 *Employee-in-charge* - An employee-in-charge shall mean an employee employed primarily to exercise trade, trade/technician or power worker skills up to the level of their skills and competencies and who, in addition, is appointed by the employer to supervise/train other employees engaged at similar or lower classification levels.
- 5.2.9 *Employees with trade or equivalent certificate, plus an Associate Diploma* - An employee who is required to possess a Trade Certificate or equivalent, plus an Associate Diploma shall, as a minimum, be classified at Salary Point 7.0.
- 5.2.10 *Employees without relevant work experience* - An employee who is required as a condition of employment to possess a particular level of academic qualification, but who is without relevant work experience, shall as a minimum enter the classification structure at the following Salary Points:

QUALIFICATION	MINIMUM ENTRY POINT
Advanced Certificate	SALARY POINT 4.0
Associate Diploma	SALARY POINT 5.0
3 Year Degree	SALARY POINT 6.2
4 Year Degree	SALARY POINT 8.0

Note: A Paraprofessional, trained within a Paraprofessional Traineeship, shall have a minimum entry Salary Point of 5.2.

- 5.2.11 *Definition of "or equivalent"* - For the purposes of this Award the term "or equivalent" means and includes, but is not limited to the following:

equivalent accredited training, competencies, skills, certification, or experience and such other training or other factors as may be agreed between the parties from time to time.

### 5.3 Classification definitions - Administrative stream

Administrative Stream Classification Structure Outline

Salary Point	Classification Level	Training Requirements
16.0		
15.0	↑	↑
14.0	Administrative employee Level 11	Associate Diploma + additional training or equivalent
13.0	Administrative employee Level 10	Associate Diploma + additional training or equivalent
12.0	Administrative employee Level 9	Associate Diploma + additional training or equivalent

Salary Point	Classification Level	Training Requirements
11.0	Administrative employee Level 8	Associate Diploma or equivalent
10.0	*	22 modules or equivalent
9.0	Administrative employee Level 7	Advanced Certificate or equivalent
8.0	*	12 modules or equivalent
7.0	Administrative employee Level 6	9 modules or equivalent
6.0	*	6 modules or equivalent
5.0	Administrative employee Level 5	3 modules or equivalent
4.0	Administrative employee Level 4	QTSC Certificate III or equivalent
3.0	Administrative employee Level 3	QTSC Certificate II or equivalent
2.0	Administrative employee Level 2	QTSC Certificate I or equivalent
1.0	Administrative employee Level 1 (b)	Undertaking structured training towards a QTSC Certificate I
0.0	Administrative employee Level 1(a)	Induction Training

\* Reference to Salary Points 6, 8, 10 are for explanation purposes only and are not to be treated as classifications for Award Purposes.

↑ Progression and training beyond these Classification Levels are subject to relevant career path criteria.

5.3.1 *Administrative employee - Level 1(a) (Salary Point 0.0)* - An Administrative employee - Level 1(a) shall mean an employee not elsewhere defined, who is undertaking structured training so as to enable the employee to perform duties associated with clerical functions.

Such structured training shall be completed within 3 months of appointment to this level.

An employee at this level works under direct supervision, and performs routine duties.

Note: An Administrative employee - Level 1(a) falls within the National Training Board Australian Standards Framework at Level 1.

5.3.2 *Administrative employee - Level 1(b) (Salary Point 1.0)* - An Administrative employee - Level 1(b) shall mean an employee who is undertaking structured training towards a QTSC Certificate I or equivalent so as to enable the employee to perform work within the scope of this level.

An employee at this level possesses competencies which enables the employee to:

- (a) perform routine, predictable, repetitive and proceduralised tasks;
- (b) exercise judgement within the employee's level of skill and training;
- (c) work under direct supervision;
- (d) understand basic quality control/assurance procedures; and
- (e) understand and utilise basic literacy and numeracy skills,

commensurate with the employee's training, experience and responsibilities.

Note: An Administrative employee - Level 1(b) falls within the National Training Board Australian Standards framework at Level 1.

5.3.3 *Administrative employee - Level 2 (Salary Point 2.0)* - An Administrative employee - Level 2 shall mean an employee who has completed a QTSC Certificate I or equivalent so as to enable the employee to perform work within the scope of this level.

An employee at this level possesses competencies which enables the employee to:

- (a) provide clerical support within Sections/Departments;
- (b) be responsible for the quality of the employee's own work;
- (c) work under routine supervision either individually or in a team environment;
- (d) exercise judgement within the employee's level of skills and training;

- (e) assist new staff and trainers by providing guidance and advice;
- (f) work in conformity with established rules and/or guidelines; and
- (g) use writing, numeracy and equipment skills,

commensurate with the employee's training, experience and responsibilities.

Note: An Administrative employee - Level 2 falls within the National Training Board Australian Standards Framework at Level 2.

5.3.4 *Administrative employee - Level 3 (Salary Point 3.0)* - An Administrative employee - Level 3 shall mean an employee who has completed a QTSC Certificate II, or equivalent so as to enable the employee to perform work within the scope of this level.

An employee at this level possesses competencies which enables the employee to:

- (a) fulfil a general support function within the workplace;
- (b) understand relevant organisational structure, procedure and policy and exercise discretion although knowledge required to perform work is usually relative to precedents, guidelines, procedures, regulations and instructions;
- (c) assist in the provision of on-the-job training to a limited degree;
- (d) work under general supervision;
- (e) exercise appropriate keyboard skills (where relevant) at a level higher than an employee at Level 2; and
- (f) be responsible for ensuring the quality of the employee's own work,

commensurate with the employee's training, experience and responsibilities.

Note: An Administrative employee - Level 3 falls within the National Training Board Australian Standards Framework at Level 2.

5.3.5 *Administrative employee - Level 4 (Salary Point 4.0)* - An Administrative employee - Level 4 shall mean an employee who applies the skills acquired through the successful completion of a trade equivalent Certificate level qualification, a QTSC Certificate III or equivalent and is able to exercise the skills and knowledge of such certification and experience.

An employee at this level possesses competencies which enables the employee to:

- (a) understand and apply quality systems and is able to inspect products and/or materials for conformity with established operational standards;
- (b) exercise good interpersonal communications skills;
- (c) exercise discretion within the scope of this level;
- (d) provide training and guidance as required;
- (e) perform work under general direction, either individually or in a team environment;
- (f) undertake a range of duties requiring judgement, liaison and communication within the organisation and other interested parties; and
- (g) perform planning and co-ordination of tasks as required,

commensurate with the employees training, experience and responsibilities.

Note: An Administrative employee - Level 4 falls within the National Training Board Australian Standards Framework at Level 3.



5.3.6 *Administrative employee - Level 5 (Salary Point 5.0)* - An Administrative employee - Level 5 shall mean an employee who:

(a) In addition to the requirements of an Administrative employee Level 4 has completed:

- (i) 3 appropriate modules or equivalent; or
- (ii) an equivalent standard of structured industry specific training, comprised of courses endorsed by the Training Committee;

OR

(b) Is an employee with an equivalent level of training and/or skills and experience (e.g. possesses an appropriate Associate Diploma but is without relevant work experience).

An employee at this level possesses competencies which enables the employee to:

- (i) exercise discretion within the scope of this level;
- (ii) work under general supervision, either individually or in a team environment;
- (iii) understand and implement quality systems;
- (iv) perform supervisory functions within the scope of this level and assist subordinate staff with on-the-job training; and
- (v) exercise initiative in the application of established work procedures, commensurate with the employee's training, experience and responsibilities.

Note: An Administrative employee Level 5 falls within the National Training Board Australian Standards Framework at Level 4.

5.3.7 *Administrative employee - Level 6 (Salary Point 7.0)* - An Administrative employee - Level 6 shall mean an employee who:

(a) In addition to the requirements of Administrative employee Level 4 has completed:

- (i) 9 appropriate modules of training or equivalent; or
- (ii) an equivalent standard of structured Industry specific training, comprised of courses endorsed by the Training Committee;

OR

(b) Is an employee with an equivalent level of training and/or skills and experience (e.g. possesses an appropriate Associate Diploma and has relevant skills and experience appropriate to this level).

An employee at this level possesses competencies which enables the employee to:

- (i) provide guidance and assistance and undertake supervisory responsibilities as part of the function;
- (ii) assist in the provision of training, in conjunction with supervisors and trainers;
- (iii) understand and implement quality systems;
- (iv) work under limited supervision; and
- (v) exercise discretion within the scope of this level, commensurate with the employee's training, experience and responsibilities.

Note: An Administrative employee - Level 6 falls within the National Training Board Australian Standards Framework at Level 4.

5.3.8 *Administrative Employee - Level 7 (Salary Point 9.0)* - An Administrative employee - Level 7 shall mean an employee who:

(a) In addition to the requirements of an Administrative employee - Level 4 has completed:

- (i) an Advanced Certificate or equivalent; or
- (ii) an equivalent standard of structured Industry specific training, comprised of courses endorsed by the Training Committee;

OR

(b) Is an employee with an equivalent level of training and/or skills and experience (e.g. possesses an appropriate Associate Diploma and has relevant skills and experience appropriate to this level).

An employee at this level possesses competencies which enables the employee to:

- (i) undertake work in relation to established priorities and work practices;
- (ii) research and prepare papers, reports, and draft complex correspondence;
- (iii) undertake activities of a technical/specialist or detailed nature;
- (iv) assist in the preparation of procedural guidelines;
- (v) interpret and analyse information;
- (vi) oversee and co-ordinate the work of subordinate staff;
- (vii) has an overall knowledge and understanding of the operating principle of the systems and equipment on which the employee is required to carry out their tasks; and
- (viii) assist in the provision of training to employees in conjunction with supervisors/trainers, commensurate with the employee's training, experience and responsibilities.

Note: Administrative employee - Level 7 falls within the National Training Board Australian Standards Framework at Level 5.

5.3.9 *Administrative employee - Level 8 (Salary Point 11.0)* - An Administrative employee - Level 8 shall mean an employee who:

(a) In addition to the requirements of Administrative employee Level 4 has completed:

- (i) an Associate Diploma or equivalent; or
- (ii) an equivalent standard of structured specific training, comprised of courses endorsed by the Training Committee;

OR

(b) Is an employee with an equivalent level of training and/or skills and experience.

An employee at this level possesses competencies which enables the employee to:

- (i) operate under limited direction in relation to priorities;
- (ii) prepare detailed reports and carry out investigations on complex equipment as directed or within the scope of discretion at this level;
- (iii) apply advanced knowledge and understanding of the principles of the range of systems and/or equipment on which he employee may be involved;
- (iv) assist in the provision of training to employees in conjunction with supervisors/trainers;
- (v) prepare documentation for policy decision, complex correspondence and the like;

- (vi) set priorities and achieve objectives, monitor work flow and manage staff resources to meet objectives; and
- (vii) perform maintenance planning and predictive maintenance work for systems and equipment, commensurate with the employee's training, experience and responsibilities.

Note: Administrative employee - Level 8 falls within the National Training Board Australian Standards Framework at Level 6.

#### 5.3.10 *Administrative employee - Level 9 (Salary Point 12.0) -*

- (a) An Administrative employee - Level 9 shall mean an employee who in addition to the requirements of Administrative employee Level 4 has completed:
  - (i) an Associate Diploma or equivalent and further, has completed additional training as specified in the appropriate Career Path; or
  - (ii) an equivalent standard of structured specific training, comprised of courses endorsed by the Training Committee.
- (b) An employee at this level possesses competencies which enables the employee to:
  - (i) perform work within broad guidelines and under general direction;
  - (ii) accept responsibility for technical expertise, planning, administration or co-ordination work;
  - (iii) have substantial accountability and responsibility for output;
  - (iv) assist in the provision of training at the level required;
  - (v) initiate investigations and produce technical reports;
  - (vi) work independently as a specialist or in a team;
  - (vii) provide specialist support in a range of programs/activities;
  - (viii) control and co-ordinate the works program within budgetary constraints;
  - (ix) set project priorities, plan and organise own work and that of subordinate staff; and
  - (x) undertake a range of functions requiring application and development of knowledge and skills appropriate to departmental and/or enterprise goals,
 commensurate with the employee's training, experience and responsibilities.

Note: Administrative employee - Level 9 falls within the National Training Board Australian Standards Framework at Level 6.

#### 5.3.11 *Administrative employee - Level 10 (Salary Point 13.0) -*

- (a) An Administrative employee - Level 10 shall mean an employee who in addition to the requirements of Administrative employee Level 4 has completed:
  - (i) an Associate Diploma or equivalent and further, has completed additional training as specified in the appropriate Career Path; or
  - (ii) an equivalent standard of structured specific training, comprised of courses endorsed by the Training Committee.
- (b) An employee at this level possesses competencies which enables the employee to:
  - (i) accept a high degree of responsibility for technical expertise, planning, administration or co-ordination of work;

- (ii) have significant accountability and responsibility for output;
  - (iii) undertake high level creative planning, design or management functions;
  - (iv) use a high level of theoretical, cognitive and applied knowledge;
  - (v) exercise limited managerial responsibility for a work area;
  - (vi) work independently as a specialist and/or a senior member of a project team;
  - (vii) display a high level of interpersonal skills in the performance of the function; and
  - (viii) develop and implement significant works programs,
- commensurate with the employee's training, experience and responsibilities.

#### 5.3.12 *Administrative employee* - Level 11 (Salary Point 14.0) -

- (a) An Administrative employee - Level 11 shall mean an employee who in addition to the requirements of Administrative employee Level 4 has completed:
- (i) an Associate Diploma or equivalent and further, has completed additional training as specified in the appropriate Career Path; or
  - (ii) an equivalent standard of structured specific training, comprised of courses endorsed by the Training Committee.
- (b) An employee at this level possesses competencies which enables the employee to:
- (i) be responsible as a technical expert or senior administrator;
  - (ii) provide a high level of creative planning, design and associated managerial functions;
  - (iii) establish and review guidelines and devise new approaches to design, operation, development or investigation;
  - (iv) be accountable and responsible for output;
  - (v) display interpersonal skills in the performance of functions at the level required;
  - (vi) develop and implement significant work programs; and
  - (vii) exercise initiative in the production and application of Standards and Procedures,
- commensurate with the employee's training, experience and responsibilities.

Note: Administrative employee - Level 11 falls within the National Training Board Australian Standards Framework at Level 7.

## 5.4 Classification definitions - Technical stream

### Technical Stream Classification Structure Outline

Salary Point	Classification Level		Training Requirements
16.0			
15.0		↑	↑
14.0		Technical employee Level 8	Associate Diploma + additional training or equivalent
13.0		Technical employee Level 7	Associate Diploma + additional training or equivalent
12.0		Technical employee Level 6	Associate Diploma + additional training or equivalent
11.0		Technical employee Level 5	Associate Diploma or equivalent
10.0		*	22 modules or equivalent
9.0		Technical employee Level 4	Advanced Certificate or

Salary Point	Classification Level		Training Requirements
			Equivalent
8.0		*	12 modules or equivalent
7.0		Technical employee Level 3	9 modules or equivalent
6.0	↑	*	6 modules or equivalent
5.0	Power worker Level 5	Technical employee Level 2	3 modules or equivalent
4.0	Power worker Level 4	Technical employee Level 1	Trade Certificate or QTSC Certificate III or equivalent
3.0	Power worker Level 3		QTSC Certificate II or equivalent
2.0	Power worker Level 2		QTSC Certificate I or equivalent
1.0	Power Worker Level 1(b)		Undertaking structured training towards a QTSC Certificate I
0.0	Power worker Level 1(a)		Induction Training

\* Reference to Salary Points 6, 8, 10 are for explanation purposes only and are not to be treated as classifications for Award Purposes.

↑ Progression and training beyond these Classification Levels are subject to relevant career path criteria.

5.4.1 *Power worker - Level 1(a) (Salary Point 0.0)* - A Power worker Level 1(a) shall mean an employee not elsewhere defined, who is undertaking structured training so as to enable the employee to perform duties associated with a Power worker 1(b).

Such structured training shall be completed within 3 months of appointment to this level.

An employee at this level works under direct supervision, and performs routine duties essentially of a manual nature.

Note: Power worker Level 1(a) falls within the National Training Board Australian Standards Framework at Level 1.

5.4.2 *Power worker - Level 1(b) (Salary Point 1.0)* - A Power worker Level 1(b) shall mean an employee who is undertaking structured training towards a QTSC Certificate I or equivalent.

An employee at this level possesses competencies which enables the employee to:

- (a) perform routine, predictable, repetitive and proceduralised tasks of a manual nature;
- (b) exercise minimal judgement;
- (c) work under direct supervision;
- (d) understand basic quality control/assurance procedures; and
- (e) understand and utilise basic literacy and numeracy skills,

commensurate with the employee's training, experience and responsibilities.

Note: Power worker Level 1(b) falls within the National Training Board Australian Standards Framework at Level 1.

5.4.3 *Power worker - Level 2 (Salary Point 2.0)* - A Power worker Level 2 shall mean an employee who has completed a QTSC Certificate I ( 8 modules) or equivalent.

An employee at this level possesses competencies which enables the employee to:

- (a) perform manual functional support duties within the enterprise;
- (b) be responsible for the quality of the employee's own work;
- (c) work under routine supervision either individually or in a team environment;
- (d) exercise discretion within the employee's level of skills and training; and
- (e) perform duties as a competent assistant,

commensurate with the employee's training, experience and responsibilities.

Note: Power worker Level 2 falls within the National Training Board Australian Standards Framework at Level 2.

5.4.4 *Power worker - Level 3 (Salary Point 3.0)* - A Power worker Level 3 shall mean an employee who has completed a QTSC Certificate II (16 modules) or equivalent.

An employee at this level possesses competencies which enables the employee to:

- (a) (i) perform a specific support function within the enterprise, or
  - (ii) undertake training as a Linesperson or Joiner;
- (b) work from complex instructions and procedures;
- (c) assist in the provision of on-the-job training to a limited degree;
- (d) work under general supervision;
- (e) exercise appropriate keyboard skills (where relevant) at a level higher than an employee at Level 2;
- (f) be responsible for assuring the quality of the employee's own work; and
- (g) perform work as a competent assistant,

commensurate with the employee's training, experience and responsibilities.

Note: Power worker Level 3 falls within the National Training Board Australian Standards Framework at Level 2.

5.4.5 *Power worker - Level 4 (Salary Point 4.0)* - A Power worker Level 4 shall mean an employee, not being a tradesperson, who, while still being primarily engaged in a support function, applies the skills acquired through the successful completion of a Certificate level qualification (e.g. QTSC Certificate III, 24 modules) or equivalent.

An employee at this level possesses competencies which enables the employee to:

- (a) understand and apply quality systems;
- (b) exercise discretion within the scope of this level; and
- (c) perform work under general supervision, either individually or in a team environment,

commensurate with the employee's training, experience and responsibilities.

Note: A Power worker Level 4 falls within the National Training Board Australian Standards Framework at Level 3.

5.4.6 *Power worker - Level 5 - (Salary Point 5.0)* - A Power worker Level 5 shall mean an employee who, in addition to the requirements of a Power Worker Level 4, has completed an additional 3 modules or equivalent.

An employee at this level works above and beyond a Power worker Level 4, and possess competencies which enables the employee to:

- (a) exercise discretion within the scope of this level;
- (b) work under general supervision, either individually or in a team environment;
- (c) understand and implement quality systems; and
- (d) provide guidance and assistance relevant to their skills,

commensurate with the employee's training, experience and responsibilities.

Note: Power worker Level 5 falls within the National Training Board Australian Standards Framework at Level 4.

5.4.7 *Technical employee - Level 1 (Salary Point 4.0)* - A Technical employee Level 1 shall mean an employee who holds an appropriate Trade Certificate, Tradesperson's Rights Certificate or Certificate of Competency, as defined in the *Electricity Act 1994*, or equivalent, and is able to exercise the skills and knowledge of such certification.

An employee at this level possesses competencies which enables the employee to:

- (a) perform trade work which is generally of a routine, non-complex nature;
- (b) understand and implement quality systems;
- (c) perform work under general supervision either individually or in a team environment; and
- (d) perform work which involves the skills of the employee's trade and work which is incidental and facilitates the completion of the employee's work,

commensurate with the employee's training, experience and responsibilities.

Note: Technical employee Level 1 falls within the National Training Board Australian Standards Framework at Level 3.

5.4.8 *Technical employee - Level 2 (Salary Point 5.0)* - A Technical employee Level 2 shall mean an employee who:

(a) In addition to the requirements of Technical Employee - Level 1 has completed:

- (i) 3 appropriate modules of training or equivalent; or
- (ii) an equivalent standard of structured specific training, comprised of courses endorsed by the Training Committee;

OR

(b) Is an employee with an equivalent level of training and/or skills and experience (e.g. possesses an appropriate Associate Diploma but is without relevant work experience):

- (i) who is engaged in routine technical duties; or
- (ii) whose function is that of Trainer/Supervisor/Co-ordinator, which is at a level higher than that of Employee-in-charge, (i.e. is responsible for the work of other employees engaged at a similar or lower classification level and/or the provision of structured on-the-job training to such employees),

and who, subject to statutory licensing requirements, exercises the skills and knowledge of such training.

(c) An employee at this level is an experienced employee who exercises trade and/or other skills relevant to the specific requirements of the enterprise at a higher level than a Technical Employee Level 1 and possesses competencies which enables the employee to:

- (i) exercise discretion within the scope of this level;
- (ii) work under general supervision either individually or in a team environment;
- (iii) understand and implement quality systems;
- (iv) provide technical guidance to others in their work team; and
- (v) perform incidental and peripheral work,

commensurate with the employee's training, experience and responsibilities.

Note: The minimum salary level for an employee whose principal function is that of Trainer/Supervisor/Co-ordinator is Salary Point 6.0.

Technical employee Level 2 falls within the National Training Board Australian Standards Framework at Level 4.

5.4.9 *Technical employee - Level 3 (Salary Point 7.0)* - A Technical employee Level 3 shall mean an employee who:

(a) In addition to the requirements of Technical employee - Level 1 has completed:

- (i) an appropriate Post Trades Certificate (9 modules) or equivalent; or
- (ii) an equivalent standard of structured specific training, comprised of courses endorsed by the Training Committee;

OR

(b) Is an employee with an equivalent level of training and/or skills and experience (e.g. possesses an appropriate Associate Diploma and has relevant skills and experience appropriate to this level):

- (i) who performs technical duties; or
- (ii) exercises cross-skilling in technical fields; or
- (iii) whose principal function is that of Trainer/Supervisor/Co-ordinator (i.e. is responsible for the work of other employees engaged at a similar or lower classification level and/or the provision of structured on-the-job training to such employees),

and who, subject to statutory licensing requirements, exercises the skills and knowledge of such training.

(c) An employee at this level possesses competencies which enables the employee to:

- (i) exercise discretion within the scope of this level;
- (ii) work under limited supervision either individually or in a team environment;
- (iii) understand and implement quality systems;
- (iv) provide technical guidance to others in their work team;
- (v) assist in the provision of on-the-job training to others in their work team; and
- (vi) perform incidental and peripheral work,

commensurate with the employee's training, experience and responsibilities.

Note: Technical employee Level 3 falls within the National Training Board Australian Standards Framework at Level 4.

5.4.10 *Technical employee - Level 4 (Salary Point 9.0)* - A Technical employee Level 4 shall mean an employee who:

(a) In addition to the requirements of Technical employee - Level 1 has completed:

- (i) an appropriate Advanced Certificate (15 modules) or equivalent; or
- (ii) an equivalent standard of structured specific training, comprised of courses endorsed by the Training Committee;

OR

(b) Is an employee with an equivalent level of training and/or skills and experience who:

- (i) performs planning and/or technical duties; or
- (ii) exercises cross-skilling in technical fields; or
- (iii) performs the principal function of a Trainer/Supervisor/Co-ordinator (i.e. is responsible for the work of other employees engaged at a similar or lower classification level and/or the provision of structured on-the-job training to such employees),



and who, subject to statutory licensing requirements, exercises the skills and knowledge of such training.

- (c) An employee at this level applies technical principles, practices, techniques and human relations skills to activities which include, for example; high level manual skills, fault diagnosis and related tasks in a workshop, laboratory, office, field or operations function and with further information, supervises such activities. Such an employee possesses competencies which enables the employee to:
- (i) perform routine technical work on complex equipment as directed;
  - (ii) use an overall knowledge and understanding of the operating principles of the systems and equipment on which to carry out tasks;
  - (iii) prepare technical reports (as required);
  - (iv) exercise broad discretion within the scope of this level;
  - (v) work under limited supervision either individually or in a team environment;
  - (vi) understand and implement quality systems;
  - (vii) provide technical guidance or advice within the scope of this level;
  - (viii) assist in the provision of on-the-job training to others in their work team; and performs incidental and peripheral work, performs system control operating duties,
- commensurate with the employee's training, experience and responsibilities.

Note: Technical employee Level 4 falls within the National Training Board Australian Standards Framework at Level 5.

5.4.11 *Technical employee - Level 5 (Salary Point 11.0)* - A Technical employee Level 5 shall mean an employee who:

- (a) In addition to the requirements of Technical employee - Level 1 has completed:
- (i) an appropriate Associate Diploma or equivalent; or
  - (ii) an equivalent standard of structured specific training, comprised of courses endorsed by the Training Committee;
- OR
- (b) Is an employee with an equivalent level of training and/or skills and experience who:
- (i) performs planning and/or technical duties; or
  - (ii) exercises cross-skilling in technical fields; or
  - (iii) performs the principal function of a Trainer/Supervisor/Co-ordinator (i.e. is responsible for the work of other employees engaged at a similar or lower classification level and/or the provision of structured on-the-job training to such employees),
- and who, subject to statutory licensing requirements, exercises the skills and knowledge of such training,
- (iv) performs system control operating duties.
- (c) Subject to job requirements, an employee at this level applies practical techniques of analysis and technical principles, standards and practices, and human relations, to new and existing technologies in standard design, testing, inspection, plant operation, manufacturing, including fault diagnosis and maintenance, and with further information, supervises and manages such work. Such an employee may possess competencies which enables the employee to:
- (i) have an advanced knowledge and understanding of the operating principles of the systems and equipment on which to carry out tasks;
  - (ii) prepare detailed technical reports as required;

- (iii) undertake technical investigations within the scope of this level;
  - (iv) prepare reports and/or recommendations on the technical suitability of equipment, procedures and test results;
  - (v) estimate, quote, tender and supervise electrical/electronic projects;
  - (vi) exercise independent judgement and initiative within the scope of this level;
  - (vii) work under limited supervision either individually or in a team environment;
  - (viii) understand and implement quality systems;
  - (ix) provide technical guidance or advice within the scope of this level;
  - (x) assist in the provision of on-the-job training to others in their work team; and
  - (xi) perform incidental and peripheral work,
- commensurate with the employee's training, experience and responsibilities.

Note: Technical employee Level 5 falls within the National Training Board Australian Standards Framework at Level 6.

#### 5.4.12 Technical employee - Level 6 (Salary Point 12.0) -

- (a) A Technical employee Level 6 shall mean an employee who in addition to the requirements of Technical employee - Level 1 has completed:
  - (i) an appropriate Associate Diploma or equivalent; and further, has completed additional training as specified in the appropriate Career Path; or
  - (ii) an equivalent standard of structured specific training, comprised of courses endorsed by the Training Committee.
- (b) An employee at this level possesses competencies which enables the employee to:
  - (i) perform work within broad guidelines;
  - (ii) accept responsibility for technical expertise, planning, supervising or co-ordinating works;
  - (iii) be accountable and responsible for output;
  - (iv) initiate investigations and produce resultant technical reports;
  - (v) work independently as a specialist or in a team;
  - (vi) provide specialist support in a range of programs/activities;
  - (vii) control and co-ordinate the works program within budgetary constraints;
  - (viii) exercise a degree of autonomy, within budgetary constraints, in establishing works programs; and
  - (ix) perform duties as a Principal Trainer/Supervisor/Co-ordinator:
    - i.e. - responsible for the supervision and/or training of Technical Employees at lower classification levels, and or
  - (x) performs system control operating duties,

commensurate with the employee's training, experience and responsibilities.

Note: Technical employee Level 6 falls within the National Training Board Australian Standards Framework at Level 6.

5.4.13 *Technical employee - Level 7* (Salary Point 13.0) -

- (a) A Technical employee Level 7 shall mean an employee who in addition to the requirements of Technical employee - Level 1 has completed:
- (i) an appropriate Associate Diploma or equivalent; and further, has completed additional training as specified in the appropriate Career Path; or
  - (ii) an equivalent standard of structured specific training, comprised of courses endorsed by the Training Committee.
- (b) An employee at this level possesses competencies which enables the employee to:
- (i) accept a high degree of responsibility for technical expertise, planning, supervising or co-ordinating works;
  - (ii) be accountable and responsible for output;
  - (iii) initiate investigations and produce resultant technical reports;
  - (iv) work independently as a specialist or in a team;
  - (v) provide specialist support in a range of programs/activities;
  - (vi) display interpersonal skills in the performance of the employee's function;
  - (vii) develop and implement significant works programs; and
  - (viii) perform duties as a Principal Trainer/Supervisor/Co-ordinator:
    - i.e. - responsible for the supervision and/or training of Technical Employees at lower classification levels,
  - (ix) performs system control operating duties,
- commensurate with the employee's training, experience and responsibilities.

Note: Technical employee Level 7 falls within the National Training Board Australian Standards Framework at Level 6.

5.4.14 *Technical employee - Level 8* (Salary Point 14.0) -

- (a) A Technical employee Level 8 shall mean an employee who in addition to the requirements of Technical employee - Level 1 has completed:
- (i) an appropriate Associate Diploma or equivalent; and further, has completed additional training as specified in the appropriate Career Path; or
  - (ii) an equivalent standard of structured specific training, comprised of courses endorsed by the Training Committee.
- (b) An employee at this level possesses competencies which enables the employee to:
- (i) undertake significant responsibility as an operational expert, supervision or co-ordination;
  - (ii) provide a high level of creative planning, design and associated managerial functions;
  - (iii) establish and review guidelines and devise new approaches to design, operation, development or investigation;
  - (iv) be accountable and responsible for output;
  - (v) work independently as a specialist, supervisor, manager within the operational workforce;
  - (vi) display interpersonal skills in the performance of the employee's function;

- (vii) develop and implement significant works programs;
  - (viii) exercise initiative in the production and application of standards and procedures; and
  - (ix) perform duties as a Principal Trainer/Supervisor/Co-ordinator:
    - i.e. - responsible for the supervision and/or training of Technical employees at lower classification levels,
  - (x) performs system control operating duties,
- commensurate with the employee's training, experience and responsibilities.

Note: Technical employee Level 8 falls within the National Training Board Australian Standards Framework at Level 7.

## 5.5 Classification definitions - Professional and Managerial stream

### Professional & Managerial Stream Classification Structure Outline

Salary Point	Classification Level	Training Requirements
16.0	Professional & Managerial employee Level 4	*
15.0	Professional & Managerial employee Level 3	*
14.0		
13.0	Professional & Managerial employee Level 2	*
12.0		
11.0		
10.0		
9.0		
8.0	Professional & Managerial employee Level 1 - Entry Point 4 year Degree	*
7.0		
6.2	Professional & Managerial employee Level 1 - Entry Point 3 year Degree	*
6.0		

\* For progression purposes, training is subject to relevant career path criteria.

#### 5.5.1 Professional and Managerial employee - Level 1 (3 Year Degree Entry - Salary Point 6.2; 4 Year Degree Entry - Salary Point 8.0) -

- (a) A Professional and/or Managerial employee - Level 1 shall mean an employee who holds an appropriate degree or equivalent.
- (b) An employee at this level:
  - (i) operates under appropriate supervision;
  - (ii) performs normal professional work and exercises individual judgement and initiative in the application of principles and methods applicable to the profession concerned;
  - (iii) assists more senior professionals;
  - (iv) has work reviewed by a competent professional officer for validity, adequacy, methods and procedures;
  - (v) assigns and checks work of support staff and others assigned to work on common projects. Work can be expected to receive less rigorous review as the employee progresses; and
  - (vi) exercises initiative in the application of professional practices either as a member (in some situations as leader) or a specialist professional in multi-disciplinary teams, or independently.

Note: Professional and/or Managerial employee - Level 1 spans the NTB Australian Standards Framework Competency Level 6.

5.5.2 *Professional and Managerial employee - Level 2 (Salary Point 13.0) -*

- (a) A Professional and/or Managerial Employee - Level 2 shall mean an employee who holds an appropriate degree or equivalent and who has relevant experience.
- (b) An employee at this level:
- (i) performs work requiring the application of mature professional skills and knowledge;
  - (ii) deals with problems for which it is necessary to modify established guidelines and devise new approaches or apply new professional skills or techniques;
  - (iii) makes recommendations that are technically and commercially accurate and feasible;
  - (iv) makes decisions on matters assigned including the establishment of professional work standards and procedures, and consults, recommends and advises in specialist areas;
  - (v) outlines and assigns work, reviews it for technical accuracy and adequacy, and manages the work of others; and
  - (vi) exercises initiative in the application of professional practices either as a member (in some situations as leader) or a specialist professional in multi-disciplinary teams, or independently.

Note: Professional and/or Managerial employee - Level 2 spans the NTB Australian Standards Framework Competency Level 6.

5.5.3 *Professional and Managerial employee - Level 3 (Salary Point 15.0) -*

- (a) A Professional and/or Managerial employee - Level 3 shall mean an employee who holds an appropriate degree or equivalent and who has relevant experience.
- (b) An employee at this level:
- (i) may be a technical expert or manage a unit of the organisation. In practice most positions at this level will contain both these elements;
  - (ii) may be a team leader having broad understanding spanning more than one professional field of work, or be a recognised authority within a particular specialised field of expertise, or both;
  - (iii) participates in short or long range planning and translates the more general objectives and strategies of higher management into specific targets and strategies for the unit;
  - (iv) takes initiatives, makes independent decisions and formulates policies and procedures within this overall framework to obtain the best performance and results from the organisational unit for which the officer is accountable;
  - (v) gives expert technical advice to management and other units;
  - (vi) takes responsibility for development and provision of systems, facilities and functions;
  - (vii) manages groups and work programs;
  - (viii) directs or advises on the use of resources;
  - (ix) makes decisions not usually subject to technical review; decides courses of action necessary to expedite the successful accomplishment of assigned projects; and makes recommendations of significant impact on the organisation; and
  - (x) has work assigned only in terms of broad objectives. Performance is reviewed for policy, soundness of judgement, results and general effectiveness.

Note: Professional and/or Managerial employee - Level 3 falls within the NTB Australian Standards Framework Competency Level 8.

5.5.4 *Professional and Managerial employee - Level 4 (Salary Point 16.0) -*

- (a) A Professional and/or Managerial employee - Level 4 shall mean an employee who holds an appropriate degree or equivalent and relevant experience.
- (b) An employee at this level:
- (i) accepts responsibility for professional work, demanding a high level of expertise, independence, originality, ingenuity and mature judgement;
  - (ii) manages a unit of the organisation and exhibits a high level of competence in managing people and work;
  - (iii) performs work which is of primary importance to the organisation and which will have a substantial effect on the results obtained by the employing organisation;
  - (iv) contributes to the organisation's short and long range planning process and to the formulation of the organisation's objectives, strategies and policies;
  - (v) translates broader corporate objectives, strategies and policies into specific objectives, strategies and policies realisable by the organisation unit;
  - (vi) manages large work groups; or manages a multi- discipline group engaged in interrelated work; or may be an expert leading a team of related professionals; or may be a recognised expert in a specialist field of crucial importance;
  - (vii) takes overall responsibility for the provision and control of systems, resources, facilities, functions and major investigations;
  - (viii) ensures that the organisation obtains maximum benefit from the application of professional expertise;
  - (ix) gives expert technical advice and acts as organisation spokesperson in a particular field of expertise; and
  - (x) has work assigned only in terms of broad objectives. Performance is reviewed for policy, soundness of judgement, results and general effectiveness in pursuit of corporate and major organisational objectives.

Note: Professional and/or Managerial employee - Level 4 falls within the NTB Australian Standards Framework Competency Level 8.

## 5.6 Salary points and rates

5.6.1 *Salary Rates:* The following salary points and rates relate to the classifications contained in clauses 5.3 (Administrative stream), 5.4 (Technical stream), 5.5 (Professional and Managerial stream):

Salary Point	Award Rate Per Annum \$	Interim Award Rate \$
0.0	33,917	
1.0	34,327	
1.1	34,458	
1.2	34,588	
1.3	34,719	
1.4	34,849	
1.5	34,980	
1.6	35,110	
1.7	35,241	
2.0	35,371	
2.1	35,502	
2.2	35,632	
2.3	35,763	
2.4	35,893	
2.5	36,024	
2.6	36,154	
2.7	36,285	
3.0	36,519	
3.1	36,650	
3.2	36,780	

Salary Point	Award Rate Per Annum \$	Interim Award Rate \$
3.3	36,911	
3.4	37,041	
3.5	37,172	
3.6	37,302	
3.7	37,433	
4.0	37,564	
4.1	38,044	
4.1A		38,077
4.2	38,524	
4.2A		38,540
4.2B		38,692
5.0	38,900	
5.1	39,380	
5.1A		39,502
5.2	39,860	
6.0	40,340	
6.0A		40,476
6.1	40,820	
6.1A		40,895
6.2	41,300	
6.2A		41,501
7.0	41,780	
7.1	42,260	
7.1A		42,321
7.2	42,740	
8.0	43,220	
8.0A		43,346
8.1	43,700	
8.1A		43,756
8.2	44,180	
8.2A		44,371
9.0	44,661	
9.0A		44,901
9.1	45,141	
9.1A		45,381
9.2	45,621	
9.2A		45,861
9.3	46,101	
9.3A		46,341
10.0	46,581	
10.0A		46,821
10.1	47,061	
10.1A		47,301
10.2	47,541	
10.2A		47,781
10.3	48,021	
11.0	48,261	
11.0A		48,471
11.1	48,802	
11.1A		48,881
11.2	49,343	
11.3	49,885	
11.3A		50,111
11.4	50,427	
11.4A		50,521
11.5	50,969	

Salary Point	Award Rate Per Annum \$	Interim Award Rate \$
11.5A		51,136
12.0	51,511	
12.0A		51,546
12.1	52,053	
12.1A		52,161
12.2	52,595	
12.2A		52,776
12.3	53,137	
12.3A		53,186
12.4	53,679	
12.4A		53,801
12.5	54,221	
12.5A		54,416
13.0	54,763	
13.0A		55,031
13.1	55,663	
13.1A		55,851
13.1B		56,261
13.2	56,563	
13.3	57,463	
14.0	58,363	
14.0A		58,926
14.1	59,263	
14.1A		59,336
14.2	60,163	
14.2A		60,514
14.3	61,063	
14.3A		61,283
15.0	61,963	
15.1	62,963	
15.1A		63,333
15.2	63,963	
15.3	64,963	
15.3A		65,383
15.4	65,963	
15.5	66,963	
15.5A		67,433
16.0	67,963	
16.1	69,063	
16.1A		69,483
16.2	70,163	
16.2A		70,514
16.3	71,263	
16.3A		71,533
16.4	72,363	
16.4A	72,558	
16.4B		73,071
16.5		73,463

NOTE 1: The interim rates in the salary structure are for translation purposes only.

NOTE 2: 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.

### 5.6.2 Apprentices

(a) Trade Year	Rate (% of Sal. Pt. 4.0)
1	40
2	55
3	75
4	90
On completion	Salary Point 4.0

#### (b) Electricity Supply Serviceperson

Stage	Rate(% of Sal. Pt. 4.2)
1	40
2	55
3	75
On completion	Salary Point 4.2

Each Apprentice Electricity Supply Serviceperson will be given the opportunity to train to a minimum skill level of Technical employee Level 2, Salary Point 5.1 within 2 years of completion and then to Salary Point 6.0 after an additional year.

Progression will be based on successful completion of Approved Training Plans.

### 5.6.3 Trainees

#### (a) Paraprofessional (Admin)

Year	Rate(% of Sal. Pt. 5.2)
1	40
2	55
3	75
4	90
On completion	Salary Point 5.2

#### (b) Paraprofessional (Technical)

##### (i) Trade Based

Stage	Rate (% of Sal. Pt. 7.0)
1	40
2	55
3	75
4	Salary Point 4.0
5	Salary Point 5.2
6	Salary Point 6.0
On completion	Salary Point 7.0

##### (ii) Non-Trade Based

Year	Rate(% of Sal. Pt. 5.2)
1	40
2	55

3	75
4	90

On completion                      Salary Point 5.2

## 5.7 Payment of salary

An employee's salary shall be paid to the employee's credit in any one account, nominated by the employee with any bank, credit union, permanent building society or other financial institution at least once each fortnight. For the purpose of calculating the amount payable fortnightly, the annual salary shall be divided by 26:

Where, as at 9 March 1995, salaries have been paid on a weekly basis, this procedure shall be continued. In such cases the salary payable weekly shall be calculated by dividing the annual salary by 52:

Provided further that where a 9 day fortnight is worked by an employee pursuant to this Award salaries are paid on a weekly basis, such weekly salaries shall be arrived at by dividing the fortnightly entitlement of salaries by 2.

The employer will meet in full any costs incurred in the payment of salary into the employee's nominated account.

## 5.8 Higher duties

5.8.1 Where an employer directs an employee to carry out duties which require the exercise of competencies over and above that for which the employee is otherwise remunerated, for at least one full day continuously (excluding agreed days off), such employee shall be entitled to the rate of pay prescribed by the Award for the competencies exercised.

5.8.2 An employee performing higher duties shall be paid, where practicable, at the relevant higher rate of salary in the next pay period following commencement of the higher duties, and in each subsequent pay period where such higher duties continues.

## 5.9 Disability allowances

5.9.1 *Asbestos removal* - Employees engaged on asbestos removal or working in close proximity to employees removing asbestos, shall be provided with and shall use all necessary safeguards as required by the Occupational Health Authority and/or the *Workplace Health and Safety 1995* and such employees shall be paid 66.8c per hour while so engaged.

5.9.2 *Battery work* - Employees mainly engaged in the maintenance of storage batteries, or engaged in overhauling or repairing of storage batteries or erecting second hand storage batteries that have been previously in use shall be paid at the rate of \$4.37 per day in addition to their ordinary rates.

5.9.3 *Bitumen or tar* - Employees handling bitumen or tar shall, in addition to their ordinary rates, be paid as follows:

Hot bitumen or tar - 68.1c per hour  
Cold bitumen or tar - 43.4c per hour.

5.9.4 *Building construction work* - An employee working on building construction work (as defined herein) shall be paid an allowance at the rate of \$25.80 per week 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; and
- (h) The lack of the usual amenities associated with factory work (e.g. recreational facilities, sanitary conveniences, etc.).

This allowance shall form part of the weekly salary in the calculation of overtime payments, annual leave pay, public holiday pay, sick pay and long service leave pay.

Building construction - For the purposes of this Award, "building construction work" shall include all classes of work carried out during the construction of new buildings, the construction of additions to existing buildings, and the necessary alteration of existing buildings, to make them conform to any new additions, and the demolition of buildings.

- 5.9.5 *Cable jointing - Energex Limited* - Technical employees and their assistants employed by Energex whilst working on 110kv oil filled cable shall be paid 51.25c per hour in addition to their ordinary rates.
- 5.9.6 *Concrete mixing* - Employees engaged in mixing concrete shall be paid 55.85c per hour in addition to their ordinary rates whilst so engaged.
- 5.9.7 *Confined space* - An employee working in a confined space, i.e. a compartment, space or place the dimensions of which necessitate the employee working in a stooped or otherwise cramped position or without proper ventilation shall be paid 68.1c per hour in addition to their ordinary rates.
- 5.9.8 *Dirty work* - An employee shall be paid 52.85c per hour above the ordinary rate for the actual time employed on dirty or offensive work.
- 5.9.9 *Heavy machinery and/or transformers* - Employees engaged in carting and/or handling heavy machinery and/or transformers which are loaded on to vehicles by means other than cranes, shall be paid \$6.20 per week in addition to their ordinary rates.
- 5.9.10 *Height allowance* - Employees, other than employees engaged in electrical line work, required to perform work at a height 15 metres to 23 metres from the ground or low-water level or nearest horizontal plane shall be paid at the rate of \$13.20 per week in addition to their ordinary rates.
- Employees required to perform work at a height of over 23 metres from the ground or low-water level or nearest horizontal plane shall be paid at the rate of \$20.30 per week in addition to their ordinary rates.
- 5.9.11 *Hot and cold work* - Employees who are required to work for more than one hour continuously in the shade in places where the temperature is raised by artificial means to 45 degrees Celsius or more, or is below 0 degrees Celsius, shall be paid 68.1c per hour in addition to their ordinary rates.
- 5.9.12 *Insulation work* - An employee employed on work which involves the handling of loose slag wool, loose insulwool, or other loose material of a like nature used in the construction, repair, or demolition of roofing, flooring, walls or partitions, for providing insulation against heat, cold or noise, shall be paid 66.8c per hour extra.
- 5.9.13 *Machinery floats and/or low loaders* - Drivers of machinery floats and/or low loaders shall be paid \$14.90 per week in addition to their ordinary rates.
- 5.9.14 *Marker-off* - Employees whilst occupying the position of marker-off shall be paid \$3.27 per day in addition to their ordinary rates.
- 5.9.15 *Noxious gas fumes* - Employees who are required to work amongst noxious gas fumes shall be paid 68.1c per hour for actual time worked therein in addition to their ordinary rates.
- 5.9.16 *Pole lifting, jack hammer work and handling cement* - Power Workers employed in the pole lifting gang shall be paid \$3.57 per day in addition to their ordinary rate.
- Power workers using jack hammers shall be paid \$3.57 per day in addition to their ordinary rate and shall be provided with aprons and gloves by the employer free of charge.
- Power workers loading or unloading a quantity of not less than 6 bags of cement shall be paid 55.85c per hour in addition to their ordinary rates.
- 5.9.17 *Powder monkeys* - Power Workers employed as powder monkeys shall be paid \$6.79 per day in addition to their ordinary rates.
- 5.9.18 *Substation and test department allowances* - In addition to the ordinary rates prescribed, employees employed at power stations, or at substations or in test departments shall be paid the following allowances:

	Per Week \$
Substations and test departments -	
(a) Professional and Managerial employees, Administrative employees, Technical employees engaged in supervisory, engineering science and other technical discipline	9.90
(b) Technical employees engaged in "trade" and/or electrical/electronic technician work and Power workers	21.30

These allowances shall be treated as part of the total ordinary rate and shall be taken into consideration for the purpose of computing overtime, week-end penalty rates etc.

Employees usually employed at a Power Station when required to temporarily perform work at a substation shall continue to be paid the appropriate power station allowance while employed at such substation.

The total ordinary rates for these employees shall be deemed to include any penalty rate prescribed by this Award for dirty work, wet work etc.

5.9.19 *Roof repairs* - Technical employees and their assistants engaged on repairs to roofs shall be paid an additional 66.8c per hour.

5.9.20 *Shot/sand blasting* - An employee working a shot blast or sand blast shall be paid an allowance of 52.85c per hour for the actual time engaged in working such shot blast or sand blast, in addition to their ordinary rates.

5.9.21 *Toxic substances* - Employees using toxic substances or materials of a like nature shall be paid 66.8c per hour in addition to their ordinary rates. Employees working in close proximity to employees so engaged shall be paid 55.85c per hour in addition to their ordinary rates.

For the purpose of this clause 5.9.21 toxic substances shall include epoxy based materials and all materials which include or require the addition of a catalyst hardener and reactive additives or 2 pack catalyst system shall be deemed to be materials of a like nature.

5.9.22 *Tunnelling under roads* - Employees engaged in tunnelling under roads shall be paid \$6.58 per day in addition to their ordinary rates.

5.9.23 *Weed control* - Power workers engaged in spraying weeds shall be paid \$1.4735 per hour in addition to their ordinary rates while so engaged.

5.9.24 *Wet work* - Employees required to work in places where water, other than rain, is continually dripping so that their clothing becomes saturated with water, or where there is water under foot to a depth exceeding 50 millimetres so that their feet become wet, shall be paid 68.1c per hour in addition to ordinary rates.

This allowance shall not apply when protective waterproof clothing and/or footwear is supplied.

## 5.10 Reimbursement allowances

5.10.1 Laundry allowance (Food Services employees) - where employees are required to wear uniforms and/or aprons, such uniforms and/or aprons shall be supplied, maintained and laundered at the employer's expense, and shall remain the property of the employer.

Where, by mutual agreement, an employee launders such items of clothing, such employee shall be paid an allowance of \$1.35 per week on that account.

5.10.2 Uniform and laundry allowances (Occupational Health Nursing staff) - The employer shall supply free of charge, uniform of a type or design considered most suitable, or in lieu thereof, an allowance at the rate of \$143.20 per annum shall be paid on a *pro rata* basis each pay day.

Where uniforms are not laundered at the employer's expense, an allowance of \$1.66 per week shall be paid.

## 5.11 Tools

5.11.1 The following tool allowances shall be paid to Technical employees who are required to supply and use their own tools in the following classes of employment:

	Per Week
	\$
(i) carpentry, joinery, plumbing, gasfitting	23.10
(ii) Bricklaying	16.50
(iii) painting, draining (by a licensed drainer)	5.70
(iv) electrical work (general), electrical work (instrumentation and process control), mechanical work (general), mechanical work (automotive), refrigeration work, coach and motor body building	20.00
(v) electrical work (automotive), electronic work, boilermaking, toolmaking, turning, sheetmetal work	15.00
(vi) cable jointing electrical line work, blacksmithing, welding	10.00

5.11.2 Tool allowances shall not be paid while employees are absent on annual leave or long service leave.

## 5.12 Ability allowances

Note: Ability allowances shall not be paid to employees whose rates of pay include compensation for any of the following abilities.

5.12.1 *Chain saw* - Employees using chain saws in the performance of their work shall be paid 55.85c per hour extra whilst so engaged in addition to the ordinary rate.

5.12.2 *Certificate allowance* - A Technical employee who is the holder of a scaffolding certificate or rigging certificate issued pursuant to the *Workplace Health and Safety Act 1995* and is required to act on that certificate whilst engaged on work requiring a certificated person shall be paid an additional 55.85c per hour.

5.12.3 *Confidential allowance* - Administrative employees, up to salary level 6.0, who perform personal or confidential work, at the discretion of the employer, shall be paid an allowance of \$652 per annum in addition to their ordinary rates.

5.12.4 *Degree allowance* - Administrative employees, up to salary level 11.3, who have satisfied the examination requirements for a relevant degree of a recognised tertiary institution or a qualification assessed by the employer as being equivalent to a degree, shall be paid an allowance of \$1,432 per annum in addition to their ordinary rates.

5.12.5 *Drivers of articulated vehicles* (Ergon Energy) - Employees required to drive articulated vehicles shall be paid an allowance of \$8.50 per week and in the case of double articulated vehicles an extra \$15.10 per week.

5.12.6 *Explosive powered tools* - Employees required to use explosive powered tools shall be paid 17.8c per hour extra with a minimum payment of \$1.39 per day in addition to their ordinary rates.

5.12.7 *Goods in excess of 16.764m* - Employees who are required to drive vehicles carting goods in excess of 16.764m shall be paid \$2.15 per day in addition to the rate prescribed herein where the vehicle is travelling in or through built-up areas.

5.12.8 *Handling furniture and whitegoods* - Employees engaged in carting, handling or delivering any article of household, office or whitegoods shall be paid \$2.78 per day in addition to their ordinary rates.

5.12.9 *Motor vehicles drawing trailers* - An employee 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:

\$2.27 per day when drawing a loaded single axle trailer;

\$1.31 per day when drawing an empty single axle trailer;

\$2.90 per day when drawing a loaded trailer with more than one axle;

\$1.66 per day when drawing an empty trailer with more than one axle:

Provided that:

- (a) when on any day an employee drives a motor vehicle drawing an empty and a loaded trailer the employee shall be paid for that day the extra rate applicable for such loaded trailer;
- (b) not more than one trailer shall be attached and drawn at any one time;
- (c) the extra payment prescribed herein shall not apply to employees driving articulated vehicles or machinery floats and/or low loaders;
- (d) these allowances shall apply only in respect of the drawing of trailers having a loaded capacity in excess of .508 t;
- (e) the term "trailer" does not include - caravans, compressors, concrete mixers, welding plants and road brooms.
- (f) 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 22.65c per hour or part thereof whilst so engaged, in addition to the rate of salary prescribed herein.
- (g) Truck crane - An employee required to operate a truck crane shall be paid \$2.48 per day in addition to ordinary rates.

### **5.13 Employee in charge**

An employee who is appointed by the employer as an employee-in-charge, shall be paid an additional all purpose amount at the rate of \$1,703 per annum and a further all purpose amount at the rate of \$853 per annum on completion of specific training.

An employee shall not be entitled to be paid both employee-in-charge and leading hand provisions at any one time.

### **5.14 First aid**

When an employee, who holds a current appropriate first aid certificate, is appointed by the employer as a first aid attendant they shall be paid at the rate of \$13.80 per week in addition to their ordinary rates.

### **5.15 Locality allowances**

Employees subject to this Award shall be paid locality allowances as prescribed by sections 321 to 326 inclusive (as varied from time to time) of Part 5 of the Regulations made under the *Electricity Act 1994*.

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

### **6.1 Hours of work**

6.1.1 *All Employees, excluding Power workers (office cleaners) subject to clause 6.1.2 and shift workers subject to clause 6.5.*

Day workers - The ordinary working hours of day working employees excluding casuals and part-time employees shall not exceed 36 1/4 hours per week or 7 1/4 hours per day to be worked between the hours of 6.00 a.m. and 6.30 p.m., Monday to Friday inclusive with a break of not more than one hour and not less than thirty minutes for a meal.

By agreement between the unions and the employer the ordinary hours may be worked over a fortnightly period of 9 consecutive working days and not more than 8 hours 3.3 minutes shall be worked on any such day at ordinary rates:

6.1.2 *Power workers (office cleaners) -*

- (a) The ordinary working hours for day workers shall be worked continuously excluding meal breaks and shall not exceed 36 1/4 hours per week. Such ordinary hours shall be worked between the hours of 6.00 a.m. and 6.00 p.m., Mondays to Fridays inclusive, and between 6.00 a.m. and 2.00 p.m. on Saturdays.

- (b) The ordinary working hours for night workers and intermediate workers shall be worked continuously excepting meal breaks and shall not exceed 36 1/4 hours per week, Mondays to Saturdays inclusive.

For the purposes of clause 6.1.2 "night workers" shall mean employees who commence after the fixed ceasing time for day workers and "intermediate workers" shall mean employees whose daily working hours cover a portion of the hours prescribed for day workers and a portion of the hours prescribed for night workers:

Provided that nothing in clause 6.1.2 shall be deemed to apply to workers going to work twice a day.

- (c) The hours for workers going to work twice a day shall be between the hours of 6.00 a.m. and 9.00 a.m. and between the hours of 4.30 p.m. and 9.30 p.m. Monday to Fridays inclusive, and on Saturdays between 6.00 a.m. and 9.00 a.m. and between 12 noon and 2.00 p.m.

- (d) No employee engaged in office cleaning shall start work before 6.00 a.m.

- (e) Employees who are employed for at least 6 hours, shall be allowed one hour for a meal between the 4th and 6th hours of such employment:

Provided that where the employer and employees agree, not less than thirty minutes shall be allowed for the midday meal break.

## **6.2 Overtime**

### *6.2.1 General -*

- (a) 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 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.
- (b) No employee shall refuse to work a reasonable amount of overtime to meet the needs of the employer.
- (c) Systematic overtime shall not be worked; it shall be considered such when 3 consecutive weeks' overtime has been worked:

Provided that clause 6.2.1(c) shall not apply when extra labour is not available forthwith.

- (d) When any portion of an hour is worked, employees shall receive payment in respect of any broken part of an hour at the current overtime rate with a minimum payment for one-half hour.

### *6.2.2 Penalties and minimum payments -*

- (a) Saturday - Employees required to work overtime commencing on Saturday shall be paid at one and a-half times the ordinary rate for the first 3 hours and double time thereafter with a minimum period of 3 hours work or payment therefore, except in the case of emergencies.
- (b) Sunday - All overtime work done on Sundays shall be paid at the rate of double time.
- (c) Minimum payment for Sundays - When employees are 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 this Award.
- (d) 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.

For all employees engaged in shift work, all time worked in excess of 8 hours in any one day shall be considered as overtime.

Employees who work overtime during an afternoon or night shift shall be paid double time on their afternoon or night shift rate respectively.

### *6.2.3 Recalls*

- (a) Where employees are required to report for work between midnight and 6 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 a.m. Saturday.
- (b) Employees recalled to work overtime, except in the case of an emergency, 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 recall.

Except in the case of unforeseen circumstances arising, an employee shall not be required to work the full 4 hours if the job the employee was recalled to do is completed within a shorter period:

Overtime worked in cases where it is customary for an employee to return to the employer's premises to perform a specific job outside of 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.6.2.3(b).

- 6.2.4 *Nine day fortnight - agreed day off* - Employees working a 9 day fortnight, who are required to work on their agreed day off, shall be paid the overtime rates prescribed for work on Mondays to Fridays and where required to report for work between midnight and 6 a.m. shall be paid at the rate of double time for all time so worked up to 7 a.m.

By agreement with the employer, employees who work on their agreed day off and elect to substitute another ordinary working day for their agreed day off shall be paid at ordinary rates for work during what otherwise would be ordinary hours (8 hours 3.3 minutes), and appropriate overtime rates for work performed in excess thereof. Employees who so elect shall be permitted to accumulate no more than 2 working days. The time of taking such days shall be by mutual agreement but they must be taken as soon as practicable and no later than within the next four (4) weekly period. Such days shall not be taken in conjunction with annual leave or long service leave.

- 6.2.5 *Public holidays* - All time worked on 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.

- 6.2.6 *Travelling after overtime* - 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 to or from their homes.

- 6.2.7 *Breaks after overtime* - Employees who work so much overtime between the termination of their ordinary work on one day and the commencement of their ordinary work on the next day that they have not had at least 10 consecutive hours off duty between those times shall, subject to clause 6.2.7, be released after completion of such overtime until they have had 10 consecutive hours off duty without loss of pay for ordinary working time occurring during such absence. If on the instructions of their employer such employees resume or continue work without having had such 10 consecutive hours off duty, they shall be paid double rates until they are released from duty for such period and they shall then be entitled to be absent until they have had 10 consecutive hours off duty without loss of pay for ordinary working time occurring during such absence:

Provided that, where employees are recalled to work after the ordinary ceasing time, overtime worked in such circumstances shall not be regarded as overtime for the purposes of clause 6.2.7 where the actual time worked is less than 3 hours on such recall or on each of such recalls.

The provisions of clause 6.2.7 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 rosters; or
- (b) where a shift worker does not report for duty; or
- (c) where a shift is worked by arrangement between the employees themselves.

- 6.2.8 Employees who work so much overtime between 5 p.m. on Sunday and public holidays and agreed day off, and ordinary commencing time on the following working day so that they have not had 8 hours off duty between those times, shall, where practicable, be entitled to defer their normal starting time on such following working day until they have had 8 hours break from the time they return home from such overtime.



In the circumstances referred to above no deduction of pay shall be made where the break extends into ordinary hours.

Where it is not practicable for such break(s) to be taken, double rates shall be paid until the employee is released from duty for such period. Any ordinary time following release from duty shall be paid for at ordinary rates.

### **6.3 Meal break, crib break and meal allowance**

- 6.3.1 When working overtime, for more than one hour, employees shall be allowed to take thirty minutes for "crib" after the ordinary ceasing time, and also 45 minutes after each 4 hours' work, provided such overtime continues, for which no deduction shall be made.
- 6.3.2 All employees required to do overtime work for more than one hour shall be paid \$12.10 for each meal between the ordinary ceasing time and the completion of overtime work, unless the employer provides such meal for them.
- 6.3.3 When employees have provided themselves with customary meals because of receipt of notice of intention to work overtime, they shall be entitled to an allowance of \$12.10 for each meal so provided in the event of the work not being performed or ceasing before the respective meal times.
- 6.3.4 All work done during the recognised meal period shall be paid for at the rate of double time, and payment at this rate shall continue until another and uninterrupted meal period of thirty minutes has commenced or until the cessation of that day's work, whichever ever occurs first. No employee shall be required to work more than 5 hours without a break for a meal.
- 6.3.5 When employees work 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 4th 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, employees shall be entitled to a further meal break of not more than one hour provided overtime continues after the break.

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

- 6.3.6 Employees called out shall be allowed to take 45 minutes for crib after each 4 hours' overtime worked provided such overtime continues, for which no deduction shall be made.
- 6.3.7 Employees called out within one and a-half hours of their normal ceasing time and who are required to work for more than one hour, or are called out within 2 hours of normal starting time shall be entitled to a meal allowance of \$12.10 and in addition shall be allowed 30 minutes as soon as possible thereafter, without deduction of pay, to partake of a meal.

### **6.4 Rest pauses**

- 6.4.1 Where practicable every employee (other than a casual and part-time employee) shall be entitled to a rest pause or pauses not exceeding a total of 20 minutes duration in the employer's time during the daily work period.

Such rest pause or pauses may be taken in a manner and at such time or times as agreed upon between the employer and the majority of employees at the work location so that continuity of work will not be interrupted where continuity is necessary.

- 6.4.2 Casual and part-time employees who work a minimum of four (4) consecutive ordinary hours, but, less than eight (8) ordinary consecutive hours on any one day, shall receive a rest pause of ten (10) minutes' duration. Employees who work a minimum of eight (8) ordinary consecutive hours shall receive a rest pause or pauses as prescribed in clause 6.4.1.

### **6.5 Shift work**

- 6.5.1 Subject to the following provisions the ordinary hours of work for shift workers shall not exceed 36 1/4 hours per week.
- 6.5.2 The ordinary hours of work referred to in 6.5.1 may be exceeded in any week or weeks subject to the total ordinary hours worked during any roster period not exceeding that number of hours ascertained by multiplying the number of weeks in the roster period by 36 1/4 and may be worked according to a roster agreed upon

between a majority of the employees concerned and the employer to suit the needs and circumstances of each establishment. The employer shall advise the Union Secretary in writing of any agreed position prior to any agreed roster being implemented.

- 6.5.3 Shift workers shall be allowed a crib break of 30 minutes during each shift for which no reduction of pay shall be made.

Such break shall be taken at a time and in such manner that it will not interfere with continuity of work where continuity is necessary.

- 6.5.4 For the purposes of clause 6.5 the following definitions apply:

- (a) "Day shift" shall mean any shift worked between the hours of 6 a.m. and 6 p.m.
- (b) "Afternoon shift" shall mean any shift finishing after 6 p.m. and at or before midnight.
- (c) "Night shift" shall mean any shift finishing after midnight and at or before 8 a.m.

- 6.5.5 *Shift penalties* - In addition to salary, the following penalties shall be paid to employees working shifts as defined in clause 6.5.4..

- (a) Shift allowance -

- (i) Afternoon shift - Employees who work afternoon shift shall be paid a shift allowance of 17 1/2% of their ordinary rate in addition to their ordinary rate.
- (ii) Night shift - Employees who work night shift shall be paid a shift allowance of 20% of their ordinary rate in addition to their ordinary rate.

- (b) Week-end penalty rates - All time worked during an ordinary shift between midnight on Friday and midnight on Saturday shall be paid for at one and a-half times the ordinary rate and between midnight on Saturday and midnight on Sunday at double the ordinary rate.

## **6.6 Emergency work - availability duty**

- 6.6.1 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 4 hours' salary at ordinary rates.

- 6.6.2 Employees required to be on call for emergency work outside ordinary working hours shall be paid 12.91 per cent of level 4.0 on the salary scale prescribed in clause 5.6.1 divided by 52, for each week on which they are required to be on call in addition to their ordinary rates.

- 6.6.3 Employees required to act as duty employees outside ordinary working hours in areas where no control centre is operating shall be paid 23.05 per cent of level 4.0 on the salary scale prescribed in clause 5.6.1 divided by 52, for each week they are required to be on such duty in addition to their ordinary rates.

For the purpose of causes 6.6.2 and 6.6.3:

- (a) An "on-call employee" shall mean an employee who outside ordinary working hours is required to be available at all times to perform emergency work.

- (b) A "duty employee" shall mean an employee who is required after ordinary hours to return home to receive calls relative to emergency and/or breakdown work.

- 6.6.4 Where it is not feasible to operate this method of attending to emergency and/or breakdown work, as defined in clauses 6.6.2 and 6.6.3, and the functions of the duty employee and the on-call employee are performed by the same employee, then that employee shall be paid 18.44 per cent of level 4.0 on the salary scale prescribed in clause 5.6.1 divided by 52, in addition to their ordinary rates.

- 6.6.5 Wherever practicable, the above duties shall be arranged on a roster basis.

- 6.6.6 Employees referred to in clauses 6.6.2, 6.6.3 and 6.6.4 shall have one day added to their annual leave for each public holiday on which they are required to be on duty.

## PART 7 - LEAVE OF ABSENCE AND PUBLIC HOLIDAYS

### 7.1 Annual leave

7.1.1 Every employee (other than a casual employee) covered by this Award shall at the end of each year of employment be entitled to annual leave on full pay as follows:

- (a) Not less than 5 weeks if employed on shift work where 3 shifts per day are worked over a period of 7 days per week;
- (b) Not less than 4 weeks in any other case:

Despite clause 7.1.1 any casual Power worker (office cleaner) shall be allowed 4 weeks' leave on full pay in each year. Payments for such 4 weeks' leave shall be at the rate of the average weekly earnings of such employees during the preceding twelve months.

All employees engaged at the 9 March 1995 (other than shift workers) in that part of the State of Queensland lying north of the 22nd Parallel of South Latitude and/or West of the 144th meridian of East Longitude in receipt of an additional week on full pay for each year of service or a monetary *pro rata* equivalent for a lesser period than one year shall continue to receive this additional leave.

7.1.2 Annual leave shall be exclusive of any public holiday which may occur during the period of that annual leave and subject to clause 7.1.3 shall be paid for by the employer in advance unless otherwise requested by the employee.

In the case of any and every employee in receipt immediately prior to annual leave of ordinary pay at a rate in excess of the ordinary rate payable under this Award at that excess rate; and

In every other case, at the ordinary rate payable to the employee concerned immediately prior to annual leave under this Award.

If the employment of any employee is terminated at the expiration of a full year of employment, the employer shall be deemed to have given the annual leave to the employee from the date of the termination of the employment and shall forthwith pay to the employee in addition to all other amounts due, pay, calculated in accordance with clause 7.1.3 for 4 or 5 weeks as the case may be and also ordinary pay for any public holiday occurring during such period of 4 or 5 weeks.

An employee, whose employment is terminated before the expiration of a full year of employment, shall be paid, in addition to all other amounts due, an amount equal to 1/9th of the employee's ordinary pay for the period of employment if the employee is one to whom clause 7.1.1(a) above applies, and one-twelfth if clause 7.1.1 (b) above applies, calculated in accordance with clause 7.1.3.

Calculation of the entitlement to annual leave shall be in hours as agreed between the appropriate unions and the employer.

7.1.3 *Calculation of annual leave pay* - annual leave entitlements (including any proportionate payments) shall be calculated as follows:

- (a) Shift workers - Subject to clause 7.1.3(c) of the rate of salary to be paid to a shift worker shall be the rate payable for work in ordinary time according to the employee's roster or projected roster, including Saturday, Sunday or holiday shifts.
- (b) Employees-in-charge - Subject to clause 7.1.3(c), employee-in-charge allowances and amounts of a like nature otherwise payable for ordinary time worked shall be included in the salary to be paid.
- (c) All employees - Subject to clause 7.1.3(d), in no case shall the payment by the employer to an employee be less than the sum of the following amounts:
  - (i) The employee's ordinary salary rate as prescribed by the Award for the period of the annual leave (excluding shift premiums and week-end penalty rates);
  - (ii) Employee-in-charge allowance or amounts of a like nature;
  - (iii) A further amount calculated at the rate of 17 1/2 % of the amounts referred to in clauses 7.1.3(c)(i) and 7.1.3(c)(ii).

(d) clause 7.1.3 (c) shall not apply to the following:

(i) Any period or periods of annual leave exceeding -

(A) 5 weeks in the case of employees employed in a calling where 3 shifts per day are worked over a period of 7 days per week; or

(B) 4 weeks in any other case.

(ii) Employers (and their employees) who are already paying (or receiving) an annual leave bonus, loading or other annual leave payment which is not less favourable.

7.1.4 If a public holiday falls on a day that a shift worker is rostered off, an extra day shall be added to annual leave.

7.1.5 Employees shall take their entitlement to annual leave within twelve months of the date on which it falls due except when by agreement with the employer it is deferred to a later date.

7.1.6 Unless the employee shall otherwise agree the employer shall give the employee at least 14 days' notice of the date from which the annual leave shall be taken.

7.1.7 Except as herein provided it shall not be lawful for the employer to give or for any employee to receive payment in lieu of annual leave.

## **7.2 Sick leave**

### *7.2.1 Entitlement*

(a) Every employee, except casuals and school-based apprentices and trainees, is entitled to 87 hours' sick leave for each completed year of their employment with their employer.

Part-time employees accrue sick leave on a proportional basis.

(b) This entitlement will accrue at the rate of 7.25 hours' sick leave after each month of employment.

(c) Payment for sick leave will be made based on the number of hours that would have been worked by the employee if they were not absent on sick leave.

(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 1,885 hours' absence from work through illness in any one year.

### *7.2.2 Employee must give notice*

The payment of sick leave is subject to the employee promptly advising the employer of the employee's absence and its expected duration.

### *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, or other reasonably acceptable evidence to the employer's satisfaction, about the nature and approximate duration of the illness.

### *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 their employer.

#### 7.2.5 *Workers' compensation*

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

#### 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 Provided an employee shall be entitled to a maximum of 2 days' leave without loss of pay on each occasion and on the production of satisfactory evidence of the death outside of Australia of an employee's immediate family and where the employee travels outside of Australia to attend the funeral.

### **7.4 Family leave**

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

#### 7.4.1 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.

#### 7.4.2 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.

### **7.5 Long service leave**

Employees shall be entitled to long service leave subject to and in accordance with regulations 309 to 320 inclusive Part 4 of the *Electricity Regulation 1994* made under the *Electricity Act 1994* inclusive (as varied from time to time)

Calculation of such entitlements to long service leave shall be in hours as has been agreed between the unions and the employer.

## 7.6 Public holidays

### 7.6.1 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;
- Boxing Day; or
- any day appointed under the *Holidays Act 1983*, to be kept in place of any such holiday

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

### 7.6.2 Labour Day

All employees covered by this Award shall be entitled to be paid a full day's wage for Labour Day (the first Monday in May or other day 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 day's wage for that day and in addition, a payment for the time actually worked by him at one and a-half times the ordinary rate prescribed for such work with a minimum of 4 hours.

### 7.6.3 Annual show

All work performed in a district for the time being specified by the Minister, by notification published in the *Industrial Gazette*, on the day appointed under the *Holidays Act 1983* as a holiday in relation to an annual agricultural, horticultural or industrial show held in that district is to be paid for at a rate of double time and a-half, with a minimum of 4 hours. This is not to be construed to confer on an employee, while continued in employment by the employer, or taken to be continued in such employment pursuant to this Award, an entitlement to be paid at a rate therein prescribed for work performed on a day, such as is referred to in that subsection, on more than one occasion in each calendar year.

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.

### 7.6.4 Double time and a-half

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

### 7.6.5 Stand down

Any and every employee who, having been dismissed or stood down by the employer during the month of December in any year, shall be re-employed by the employer at any time before the end of the month of January in the next succeeding year shall, if that employee shall have been employed by that employer for a continuous period of 2 weeks or longer immediately prior to being so dismissed or stood down, be entitled to be paid and shall be paid by the employer (at the ordinary rate payable to that employee when so dismissed or stood down) for any one or more of the following holidays, namely, Christmas Day, Boxing Day, and the first day of January occurring during the period on and from the date of the dismissal or standing down to and including the date of re-employment as aforesaid.

### 7.6.6 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 holidays or a substituted day's leave.

- (b) A part-time employee is entitled to either payment for each public holidays 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 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 Accommodation, fares, travelling allowance and transfer conditions**

#### *8.1.1 Accommodation*

- (a) Employees who are required to remain away from home overnight shall be supplied with suitable board and accommodation. Employees who, with the approval of the employer, assume responsibility for provision of their own board and accommodation whilst away from home in accordance with the employer's directions, shall be paid \$264.40 per week of 7 days or \$37.80 for each overnight absence.

When employees return home for a week-end or part of a week-end and do not absent themselves from the job for any of the ordinary working hours, no reduction of the allowance in clause 8.1.1(a) shall be made.

- (b) Employees who are supplied with suitable board and accommodation in terms of clause 8.1.1(a) shall be paid by the employer each week/fortnight, an allowance as determined administratively from time to time, for "out of pocket" expenses. This allowance is not payable if employees assume responsibility for provision of their own board and accommodation pursuant to clause 8.1.1 (a).

#### *8.1.2 Fares and Travelling*

- (a) When employees are required to travel by rail, first class fares shall be provided by the employer.

Sleeping berths, if available, shall also be supplied where employees are required to travel at night.

- (b) When the duties of employees necessitate their travelling outside ordinary hours of duty, they shall be paid ordinary rates of pay for the time spent in travelling before the usual starting time and/or after the usual ceasing time.

The maximum number of hours actually spent in travelling to be paid for shall be 12 per day.

Actual time travelling on Sundays and holidays shall be paid for at time and a-half the ordinary rate.

- (c) Where employees provide their own vehicles and the vehicles are necessary for the proper discharge of their duties and their use is authorised by the employer, such employees shall be paid an allowance as under:

Bicycle -	\$3.50 per week
Motor cycle -	20.6c per km
Motor cycle with sidecar -	23.2c per km
Motor vehicles -	
Up to 1.5 litres -	27.45c per km
Over 1.5 litres and up to 2.5 litres -	29.2c per km
Over 2.5 litres -	33.5c per km.

- (d) Employees required to work on any day away from their usual place of work shall commence work at the usual starting time at the place designated by the employer and shall be paid:
- (i) for time reasonably spent travelling both ways between their homes and their designated place of work in excess of the time normally spent by them travelling both ways between their homes and their normal place of work. Payment for this travelling time shall be paid at the ordinary rates except on Sundays and public holidays when they shall be paid one and a-half times the ordinary rates; and
- (ii) for any fares reasonably incurred by them both ways in excess of the fares normally incurred in travelling both ways between their homes and their normal place of work.
- (e) Employees required to travel during ordinary working hours shall be paid for all such time spent travelling and shall have their fares paid.

### 8.1.3 *Transfer conditions*

- (a) On engagement relocation expenses reasonably incurred, which would include first class rail fares (or equivalent) and travelling expenses of employees and dependents, together with cost of removal of furniture and effects to a measurement not exceeding 6 tonnes from their place of engagement to the job shall, subject to the production of satisfactory evidence of the payment of such fares and expenses, be reimbursed to the employees on completion of 12 months' service:

Provided that the conditions of reimbursement expenses shall apply consequent upon appointment of employees to new places of employment where:

- (i) the radial distance from the present place of residence to such new depot (or recognised place of employment) is not less than 50 kilometres; and/or
- (ii) the employees are required by the employer to move their place of residence.
- (b) Where circumstances are considered to warrant such action, a married employee transferred to a location where no house is available shall be reimbursed reasonable board and lodging expenses until the employee becomes domiciled.

The allowance shall not be payable for a period exceeding one month in all.

## **PART 9 - TRAINING AND RELATED MATTERS**

### **9.1 Training**

9.1.1 The parties to this Award recognise that in order to increase the efficiency, productivity and competitiveness of the employer, a greater commitment to training and skill development is required. Accordingly, the parties commit themselves to:

- (a) developing a more highly 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 Following proper consultation the parties shall develop a training programme consistent with:

- (a) the current and future skill needs of the employer;
- (b) the size, structure and nature of the operations of the employer;
- (c) the need to develop vocational skills relevant to the employer through both internal courses and courses conducted by accredited educational institutions and providers.

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

### **10.1 Tools of trade**

10.1.1 The employer shall make available the following tools and appliances when required:

Precision tools over 300 mm in length, micrometers, verniers, dial indicators and other similar tools, heating appliances, hacksaw blades, files, pipe grips over 250 mm in length, taps, dies, cold chisels, spanners, scrapers, wrenches, pipe dies, clamps, jacks, tackle, caulking irons, frame chain and keys, mandrels, metal pots, pipe cutters, plumbing irons, drills, vices, lamps, bobbins, followers, hammers over 1 kg and pinch bars.

10.1.2 *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.

10.1.3 *Tools, etc. - putting in order* - 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.

### **10.2 Work in the rain**

10.2.1 Suitable waterproof clothing shall be supplied by the employer, where practicable, to employees who are required to work in the rain.

10.2.2 Notwithstanding the foregoing, where in the performance of such work, an employee whose clothes become wet from rain 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 work ceases, whichever is the earlier.

10.2.3 Where a call-out involves work in the rain and where such call-out entitles an employee only to the minimum payment prescribed by this Award, the penalty for work in the rain shall be paid in addition to such minimum payment.

## **PART 11 - AWARD COMPLIANCE AND UNION RELATED MATTERS**

### **Preamble**

Clauses 11.1 and 11.2 are based on 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 they do not want their 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 Queensland Industrial Relations 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 an organisation of employees that has the right to represent the industrial interests of the employees concerned. A list of such organisations of employees is included in clause 1.5 of this Award.

#### *11.3.1 Documentation to be provided by employer*

At the point of engagement, the employer 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*

- (a) 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.
- (b) 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 Union representatives**

11.4.1 Upon receiving written advice from the Branch Secretary of the Union (hereinafter referred to as the Union) that a member has been appointed to act as a Union representative at a workplace, or section of a workplace, the employer shall recognise such person as accredited by the Union for as long as the employee remains so appointed and remains attached to that workplace.

- 11.4.2 A Union representative shall be allowed such reasonable time during working hours, as may be agreed between the employer and the Union representative concerned, to:
- (a) discuss with the Union members at the workplace at which they are Union representatives, matters relative to working conditions and other matters, with a view to avoiding industrial disputation;
  - (b) discuss with duly accredited full-time officers of the Union matters referred to above;
  - (c) discuss with the employer, matters raised by members affecting their employment at the workplace.
- 11.4.3 A Union representative may be allowed reasonable access to facilities needed to perform their function, as may be agreed between the employer and the Union representative concerned. Access as agreed may be subject to such reasonable conditions and limitations as the employer may impose.

## **11.5 Trade union leave**

- 11.5.1 Upon application to the employer by the employee which is endorsed by the relevant Union and on giving 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 Australian Trade Union Training Authority Incorporated or relevant Union:
- Provided that an employee who has so applied for such leave has at least 3 months' service with a current employer prior to leave being granted.
- 11.5.2 The granting of such leave shall be subject to the convenience of the employer and will not unduly affect the operations of the employer.
- 11.5.3 The scope, content and level of the course shall be such as to contribute to a better understanding of industrial relations within the employer's operations.
- 11.5.4 In granting leave no additional payments will be incurred if such course coincides with the employee's day off in the 9 day fortnight working arrangements or any other concessional leave or any other costs except the payment of extra remuneration where relieving arrangements are instituted to cover the absence of the employee.
- 11.5.5 The employer may make spot checks from time to time of those employees who have been released on leave to satisfy the employer that such employees actually attend such courses.
- 11.5.6 Such paid leave will not affect other leave granted to employees under the respective Awards in operation in the industry.
- 11.5.7 For the purposes of clause 11.5 payment is at the ordinary rate only in respect of the days on which the employee (including shift and non-shift workers) would normally have been paid. Ordinary rates for a shift worker shall mean the base Award rate but excluding penalty rates.

All purpose allowances such as employee-in-charge, power station allowance and the like shall be paid where appropriate.

Dated 6 November 2002.

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

Operative Date: 6 January 2003