

QUEENSLAND INDUSTRIAL RELATIONS COMMISSION

Industrial Relations Act 1999 - s. 130 - award review

ENGINEERING AWARD - STATE 2002

(Matter A/2010/111)

DEPUTY PRESIDENT SWAN
DEPUTY PRESIDENT BLOOMFIELD
COMMISSIONER THOMPSON

25 July 2012

AWARD REVIEW

After reviewing the above Award as required by s. 130 of the *Industrial Relations Act 1999*, this Commission orders that the Award be repealed and the following Award be made as from 25 July 2012.

ENGINEERING AWARD - STATE 2012

PART 1 - APPLICATION AND OPERATION

1.1 Title

This Award is known as the Engineering Award - State 2012.

1.2 Arrangement

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1.3 Date of operation

This Award takes effect from 25 July 2012.

1.4 Parties bound

This Award is legally binding upon the employees as prescribed by clause 1.5 and their employers, and the Automotive, Metals, Engineering, Printing and Kindred Industries Industrial Union of Employees, Queensland; The Electrical Trades Union of Employees Queensland; The Australian Workers' Union of Employees, Queensland; the Federatd Engine Drivers' and Firemens' Association of Queensland, Union of Employees; and their members.

1.5 Award coverage

1.5.1 Subject to the exemptions listed in clauses 1.5.2 and 1.5.3, this Award shall apply throughout the State of Queensland to employees and employers of such employees engaged in the industries and occupations of engineering, metal working, electrical/electronic, fabricating and vehicle building and to all their branches and all allied industries who were previously covered by one of the following Awards:

- (a) *Coach and Motor Body Building Industry and Farriers' Award - State*;
- (b) *Electrical Engineering Award - State*;
- (c) *Electroplaters' Award - State*;
- (d) *Engine Drivers' Award - State* (in regard to classifications transferred from that Award and appearing in Schedule 16);
- (e) *Mechanical Engineering Award - State*;
- (f) *Sheet Metal Workers' Award - State*; and
- (g) *Typewriter, Adding, Cash Register and other similar Machines Mechanics' Award - State*.

Or who would have been covered by these awards had they not been rescinded; employees and employers of such employees in those industries and occupations above for whom classifications and wage rates are prescribed by this Award:

Provided that those provisions inserted into this Award for "illustrative purposes" only, are excluded.

1.5.2 This Award shall not apply to any employee or employer who is covered by:

- (a) Any other award in force;
- (b) Any certified agreement which specifically excludes the operation of this Award; and
- (c) Any other certified agreement in force in relation only to the matters covered in that certified agreement.

1.5.3 Other exemptions

Employees classified at levels C5 and higher may agree in writing with the employer not to be bound by the conditions of this Award excepting:

- Annual leave;
- Long service leave;
- Sick leave;
- Public holidays
- Family leave;
- Superannuation;
- Grievance and dispute settling procedure;
- Union encouragement; and
- Termination change and redundancy:

Provided that the overall terms and conditions of employment agreed to under such arrangements shall not be less favourable than the provisions of this Award as a whole. A true copy of any such agreement shall be supplied to the employee forthwith after signing by all parties.

1.6 Definitions

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

1.6.2 "Commission" means the Queensland Industrial Relations Commission.

1.6.3 "MSA" means Manufacturing Skills Australia, the industry skills council for the industry which is recognised by both State and Federal Government.

1.6.4 "MTFU" means the Metal Trades Federation of Unions.

1.6.5 "Union" means the Automotive, Metals, Engineering, Printing and Kindred Industries Industrial Union of Employees, Queensland; or The Electrical Trades Union of Employees Queensland; or The Australian Workers' Union of Employees, Queensland; or the Federated Engine Drivers' and Firemens' Association of Queensland, Union of Employees.

1.7 Divisions and districts

1.7.1 Divisions

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

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

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

1.7.2 Districts

(a) Northern Division:

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

Western District - The remainder of the Northern Division.

(b) Southern Division:

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

Western District - The remainder of the Southern Division.

1.8 Savings

Nothing contained in this Award shall be deemed or construed to withdraw any benefits, concessions or privileges, which are not inconsistent with this Award, at present being received by any employee from their employer by reason of mutual arrangement between them.

PART 2 - ENTERPRISE FLEXIBILITY

2.1 Enterprise flexibility

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

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

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

PART 3 - COMMUNICATION, CONSULTATION AND DISPUTE RESOLUTION

3.1 Grievance and dispute settling procedure

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 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 the 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 (other than casuals) 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).

- 4.1.2 An employer may direct an employee to carry out such duties as are within the limits of the employee's skill, competence and training consistent with the classification structure of this Award provided that such duties are not designed to promote deskilling.
- 4.1.3 An employer may direct an employee to carry out such duties and use such tools and equipment as may be required provided that the employee has been properly trained in the use of such tools and equipment.
- 4.1.4 Any direction issued by an employer pursuant to clause 4.1.2 and 4.1.3 shall be consistent with the employer's responsibilities to provide a safe and healthy working environment.
- 4.1.5 Except as provided in clauses 4.2 and 4.3 regarding part-time and casual employment and Termination of employment, Introduction of changes, Redundancy (clauses 4.7, 4.8 and 4.9), employment shall be by the week (full-time employment).
- 4.1.6 The provisions of Chapter 2, Part 6 of the Act shall apply in regard to the stand down of employees.

4.2 Part-time employment

- 4.2.1 An employee may be engaged to work on a part-time basis involving a regular pattern of hours which shall average less than 38 hours per week.
- 4.2.2 (a) Before commencing part-time employment, the employee and employer must agree:
- (i) upon the hours to be worked by the employee, the days upon which they will be worked and the commencing and finishing times for the work; and
 - (ii) upon the classification applying to the work to be performed in accordance with Part 5 of this Award.
- (b) Except as otherwise provided in this Award, a part-time employee is entitled to be paid for the hours agreed upon in accordance with 4.2.2(a).
- (c) The terms of this agreement may be varied *by consent*.
- (d) The terms of this Award or any amendment to it shall be in writing and retained by the employer. A copy of the Award and any amendment to it shall be provided to the employee by the employer.
- 4.2.3 The terms of this Award shall apply *pro-rata* to part-time employees on the basis that ordinary weekly hours for full-time employees are 38.
- 4.2.4 *Overtime:* A part-time employee who is required by the employer to work in excess of the hours agreed upon in accordance with clause 4.2.2(a) and (c) shall be paid overtime in accordance with clause 6.6 of this Award.
- 4.2.5 *Public holidays:* Where the part-time employee's normal paid hours fall on a public holiday prescribed in clause 7.6 and work is not performed by the employee, such employee shall not lose pay for the day. Where the employee works on the holiday, such employee shall be paid in accordance with clause 7.6 of this Award."

4.3 Casual employment

- 4.3.1 (a) A casual employee is to be one engaged and paid as such. A casual employee, for working ordinary time, shall be paid an hourly rate calculated on the basis of 1/38th of the relevant weekly wage for the level of work being performed plus a loading of 23%. This loading is not an all-purpose payment.
- 4.3.2 (a) A casual employee, other than an irregular casual employee as defined in clause 4.3.5(a), who has been engaged by a particular employer on a regular and systematic basis and for several periods of employment under this Award during a period of 6 months shall thereafter have the right to elect to have the employee's contract of employment converted to full-time employment or part-time employment if the employment is to continue beyond the conversion process.
- (b) Every employer of such an employee shall give the employee notice in writing of the provisions of clause 4.3 within 4 weeks of the employee having attained such period of 6 months.

The employee retains the employee's right of election under clause 4.3 if the employer fails to comply with clause 4.3.2(b).

- (c) Any such casual employee who does not within 4 weeks of receiving written notice elect to convert the employee's contract of employment to a full-time employment or a part-time employment will be deemed to have elected against any such conversion.
- (d) Any casual employee who has a right to elect under clause 4.3.2(a), upon receiving notice under clause 4.3.2(b) or after the expiry of the time for giving such notice, may give 4 weeks' notice in writing to the employer that the employee seeks to elect to convert the employee's contract of employment to full-time or part-time employment, and within 4 weeks of receiving such notice the employer shall consent to or refuse the election but shall not unreasonably so refuse. Any dispute about a refusal of an election to convert a contract of employment shall be dealt with as far as practicable with expedition through the grievance procedure.
- (e) Once a casual employee has elected to become and been converted to a full-time employee or a part-time employee, the employee may only revert to casual employment by written agreement with the employer.
- (f) If a casual employee has elected to have the employee's contract of employment converted to full-time or part-time employment in accordance with clause 4.3.2(d), the employer and employee in accordance with clause 4.3 shall discuss and agree upon:
 - (i) which form of employment the employee will convert to, that is, full-time or part-time; and
 - (ii) if it is agreed that the employee will become a part-time employee, the number of hours and the pattern of hours that will be worked, as set out in clause 4.2.2:

Provided that an employee who has worked on a full-time basis throughout the period of casual employment has the right to elect to convert the employee's contract of employment to full-time employment and an employee who has worked on a part-time basis during the period of casual employment has the right to elect to convert the employee's contract of employment to part-time employment, on the basis of the same number of hours and times of work as previously worked, unless other arrangements are agreed upon between the employer and employee.

Following such agreement being reached, the employee shall convert to full-time or part-time employment.

Where, in accordance with clause 4.3.2(d) an employer refuses an election to convert, the reasons for doing so shall be fully stated to and discussed with the employee concerned and a genuine attempt made to reach agreement.

Any dispute about the arrangements to apply to an employee converting from casual employment to full-time or part-time employment shall be dealt with as far as practicable with expedition through the grievance procedure.

- (g) By agreement between the employer and the majority of the employees in the relevant workplace, or section of it, or with the casual employee concerned, the employer may apply 4.3.2(a) as if the reference to 6 months is a reference to 12 months, but only in respect of a currently engaged individual employee or group of employees. Any such agreement shall be recorded in the time and wages records. Any such agreement reached with an individual employee may only be reached within the 2 months prior to the end of the period of 6 months referred to in 4.3.2(a).

- 4.3.3
- (a) An employer when engaging a person for casual employment must inform the employee then and there that the employee is to be employed as a casual, stating by whom the employee is employed, the job to be performed and the classification level, the actual or likely number of hours required, and the relevant rate of pay.
 - (b) The employer shall give to a casual employee who has been engaged for one or more periods of employment extending over 3 or more weeks in any calendar month, and whose employment is or is likely to be ongoing, a notice in writing signed by or on behalf of the employer stating:
 - (i) the name and address of the employer;
 - (ii) if the employee has been engaged by the employer to perform work on hire to another person or company or is regularly engaged to perform work on hire to other persons or companies, a statement to that effect;
 - (iii) the job to be performed and the classification level on which the employee has been or is likely to be engaged;
 - (iv) as far as practicable, the terms of the current engagement, including the likely number and likely pattern of hours required to be worked, the base hourly rate upon which the casual loading is calculated, the casual loading and the total casual rate; and

- (v) the contingency on which the engagement expires, or the notice, if any, that will be given to terminate any ongoing employment.

Schedule 10 to this Award provides a *pro-forma* letter for compliance with the requirements of clause 4.3.

- (c) It shall be sufficient compliance with clause 4.3.3(b) if the employer gives such a note in writing upon or following the first occasion on which the casual employee has been so engaged for a period or periods extending over 3 or more weeks in any calendar month.
- (d) On each occasion a casual employee is required to attend work, the employee is entitled to payment for a minimum of 3 hours' work.

4.3.4 An employee must not be engaged and re-engaged to avoid any obligation under this Award.

4.3.5 (a) An "irregular casual employee" is one who has been engaged to perform work on an occasional or non-systematic or irregular basis.

(b) The provisions of clause 4.3.2 do not apply to irregular casual employees."

4.4 Juniors

4.4.1 "Junior" shall mean an employee under 20 years of age other than an apprentice or a trainee as defined in the *Vocational Education, Training and Employment Act 2000*, as amended from time to time, in any non-trade calling to which this Award applies who does not receive the rate of wages prescribed by it for an adult employee in such calling, but shall not include any such employee in a skilled calling, for which apprenticeship training is prescribed.

4.4.2 A junior employee shall not be engaged or permitted to perform work which is prohibited by any Act or Regulation such as the *Work Health and Safety Act 2011* or the *Electricity Safety Act 2002*.

4.4.3 Employees under the age of 17 years shall not be employed on a power press.

4.4.4 *Allowances* - A junior shall be paid the same allowances as are from time to time paid by the employer to labourers for travelling time, fares, meal money, and distant jobs, work performed under extraordinary conditions, dirt money and other matters; or where such allowances are proportionate to the rates of pay received by labourers employees, the junior shall be paid only such proportion thereof as the rate of pay of the junior bears to such labourers' minimum rates of pay.

4.5 Trainees

Trainees are engaged under this Award, except as varied from time to time by the Order for Apprentices' and Trainees' Wages and Conditions (Excluding Certain Queensland Government Entities) and the Order for Apprentices' and Trainees' Wages and Conditions (Queensland Government Departments and Certain Entities).

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, relationship status, family responsibilities, pregnancy, parental status, breastfeeding, age, race, impairment, religious belief or religious activity, political belief or activity, trade union activity, lawful sexual activity, gender identity, sexuality and association with, or 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 disputes settling procedure in clause 3.1, the parties to this Award must take reasonable steps to ensure that neither the Award provisions nor their operation are directly or indirectly discriminatory in their effects.

4.6.3 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 Australian Human Rights Commission/Anti-Discrimination Commission Queensland.

4.7 Termination of employment

4.7.1 Statement of employment

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

4.7.2 Termination by employer

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

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

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

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

4.7.3 Notice of termination by employee

The notice of termination required to be given by an employee shall be the same as that required of an employer, save and except that there shall be no additional notice based on the age of the employee concerned. If an employee fails to give notice, the employer shall have the right to withhold monies due to the employee with a maximum amount equal to the amount the employee would have received under clause 4.7.2.

4.7.4 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.

4.8 Introduction of changes

4.8.1 Employer's duty to notify

- (a) Where an employer decides to introduce changes in production, program, organisation, structure or technology, that are likely to have significant effects on employees, the employer shall notify the employees who may be affected by the proposed changes and, where relevant, their Union or Unions.

- (b) 'Significant effects' includes termination of employment, major changes in the composition, operation or size of the employer's workforce or in the skills required; the elimination or diminution of job opportunities or job tenure; the alteration of hours of work; the need for retraining or transfer of employees to other work or locations and the restructuring of jobs:

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

4.8.2 *Employer's duty to consult over change*

- (a) The employer shall consult the employees affected and, where relevant, their Union or Unions about the introduction of the changes, the effects the changes are likely to have on employees (including the number and categories of employees likely to be dismissed, and the time when, or the period over which, the employer intends to carry out the dismissals), and the ways to avoid or minimise the effects of the changes (e.g. by finding alternate employment).
- (b) The consultation must occur as soon as practicable after making the decision referred to in clause 4.8.1.
- (c) For the purpose of such consultation the employer shall provide in writing to the employees concerned and, where relevant, their Union or Unions, all relevant information about the changes including the nature of the changes proposed, the expected effects of the changes on employees, and any other matters likely to affect employees, provided that any employer shall not be required to disclose confidential information, the disclosure of which would be adverse to the employer's interests.

4.9 **Redundancy**

The provisions of clause 4.9 will not apply to employees of Queensland Government departments or agencies to the extent that the provisions of the redundancy arrangement are contained in a Directive issued by the Minister responsible for industrial relations pursuant to section 54 of the *Public Service Act 2008*, where the Directive provides for entitlements that are superior to those in clause 4.9.

4.9.1 *Consultation before terminations*

- (a) Where an employer decides that the employer no longer wishes the job the employee has been doing to be done by anyone, and this is not due to the ordinary and customary turnover of labour, and that decision may lead to termination of employment, the employer shall consult the employee directly affected and where relevant, their Union or Unions.
- (b) The consultation shall take place as soon as it is practicable after the employer has made a decision, which will invoke the provisions of clause 4.9.1(a) and shall cover the reasons for the proposed terminations, measures to avoid or minimise the terminations and/or their adverse affects on the employees concerned.
- (c) For the purpose of the consultation the employer shall, as soon as practicable, provide in writing to the employees concerned and, where relevant, their Union or Unions, all relevant information about the proposed terminations including the reasons for the proposed terminations, the number and categories of employees likely to be affected, the number of workers normally employed and the period over which the terminations are likely to be carried out:

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

4.9.2 *Transfer to lower paid duties*

- (a) Where an employee is transferred to lower paid duties for reasons set out clause 4.9.1 the employee shall be entitled to the same period of notice of transfer as the employee would have been entitled to if the employee's employment had been terminated under clause 4.7.
- (b) The employer may, at the employer's option, make payment in lieu thereof of an amount equal to the difference between the former amounts the employer would have been liable to pay and the new lower amount the employer is liable to pay the employee for the number of weeks of notice still owing.
- (c) The amounts must be worked out on the basis of:
- (i) the ordinary working hours to be worked by the employee; and
 - (ii) the amounts payable to the employee for the hours including for example, allowances, loadings and penalties; and
 - (iii) any other amounts payable under the employee's employment contract.

4.9.3 *Transmission of business*

- (a) Where a business is, whether before or after the date of insertion of this clause in the Award transmitted from an employer (transmitter) to another employer (transmittee), and an employee who at the time of such transmission was an employee of the transmitter of the business, becomes an employee of the transmittee:
- (i) the continuity of the employment of the employee shall be deemed not to have been broken by reason of such transmission; and
 - (ii) the period of employment which the employee has had with the transmitter or any prior transmitter shall be deemed to be service of the employee with the transmittee.
- (b) In clause 4.9.3, 'business' includes trade, process, business or occupation and includes a part or subsidiary (which means a corporation that would be taken to be a subsidiary under the Corporations Law, whether or not the Corporations Law applies in the particular case) of any such business and 'transmission' includes transfer, conveyance, assignment or succession whether by agreement or by operation of law and 'transmitted' has a corresponding meaning.

4.9.4 *Time off during notice period*

- (a) Where a decision has been made to terminate an employee in the circumstances outlined in clause 4.9.1, the employee shall be allowed up to one day's time off without loss of pay during each week of notice for the purpose of seeking other employment.
- (b) If the employee has been allowed paid leave for more than one day during the notice period for the purpose of seeking other employment, the employee shall, at the request of the employer, be required to produce proof of attendance at an interview or the employee shall not receive payment for the time absent. For this purpose a statutory declaration will be sufficient.

4.9.5 *Notice to Centrelink*

Where a decision has been made to terminate employees in the circumstances outlined in clause 4.9.1, the employer shall notify Centrelink as soon as possible giving all relevant information about the proposed terminations, including a written statement of the reasons for the terminations, the number and categories of the employees likely to be affected, the number of workers normally employed and the period over which the terminations are intended to be carried out.

4.9.6 *Severance pay*

- (a) In addition to the period of notice prescribed for ordinary termination in clause 4.7.2(a), and subject to further order of the Commission, an employee whose employment is terminated for reasons set out in clause 4.9.1(a), shall be entitled to the following amounts of severance pay:

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

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

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

4.9.7 *Superannuation benefits*

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

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

4.9.8 *Employee leaving during notice*

An employee whose employment is terminated for reasons set out in clause 4.9.1(a), may terminate such employment during the period of notice, and, if so, shall be entitled to the same benefits and payments under this clause had such employee remained with the employer until the expiry of such notice:

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

4.9.9 *Alternative employment*

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

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

Clause 4.9 shall not apply to employees with less than one year's continuous service and the general obligation on employers should be no more than to give relevant employees an indication of the impending redundancy at the first reasonable opportunity, and to take such steps as may be reasonable to facilitate the obtaining by the employees of suitable alternative employment.

4.9.11 *Employees exempted*

Clause 4.9 shall not apply:

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

4.9.12 *Employers exempted*

Subject to an order of the Commission, in a particular redundancy case, clause 4.9 shall not apply to an employer that employs employees working a total of fewer than 550 hours on average per week, excluding overtime, Monday to Sunday. The 550 hours shall be averaged over the previous 12 months.

4.9.13 *Exemption where transmission of business*

- (a) The provisions of clause 4.9.6 are not applicable where a business is before or after the date of the insertion of this clause into the Award, transmitted from an employer (transmitter) to another employer (transmittee), in any of the following circumstances:
 - (i) where the employee accepts employment with the transmittee which recognises the period of continuous service which the employee had with the transmitter, and any prior transmitter, to be continuous service of the employee with the transmittee; or
 - (ii) where the employee rejects an offer of employment with the transmittee:
 - (A) in which the terms and conditions are substantially similar and no less favourable, considered on an overall basis, than the terms and conditions applicable to the employee at the time of ceasing employment with the transmitter; and
 - (B) which recognises the period of continuous service which the employee had with the transmitter and any prior transmitter to be continuous service of the employee with the transmittee.
- (b) The Commission may amend clause 4.9.13(a)(ii) if it is satisfied that it would operate unfairly in a particular case, or in the instance of contrived arrangements.

4.9.14 *Incapacity to pay*

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

4.10 Continuity of service - transfer of calling

In cases where a transfer of calling occurs, continuity of service should be determined in accordance with sections 67-71 of the Act as amended from time to time.

PART 5 - WAGES AND WAGE RELATED MATTERS

5.1 Wages

Weekly wage rates - An employee's award rate of pay in the Southern Division, Eastern District for each Wage Level is set out below and shall be paid for all purposes of this Award:

Wage Group	%	Total Minimum Rate of Pay
		Per Week \$
C14	79	610.20
C13	82	626.90
C12	87.4	649.40
C11	92.4	670.30
C10	100	705.20
C9	105	726.80
C8	110	748.30
C7	115	767.80
C6	125	811.00
C5	130	832.00
C4	135	854.10
C3	145	897.20
C2 (a)	150	918.80
C2 (b)	160	957.80

In addition to the C14 rate a surplus amount of \$4.20 shall be paid, such surplus amount being non-adjustable.

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

NOTE: The rates of pay in this Award are intended to include the arbitrated wage adjustment payable under the 1 September 2011 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, 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.

5.2 Phasing in of wage rate of employees without relevant work experience

5.2.1 An employee who possesses the appropriate level of academic qualifications and who otherwise meets the requirements of the relevant classification definition but who is without prior experience in the industries covered by this Award or other relevant work experience, shall be paid in accordance with the following formula:

Qualification	Years of Relevant Work Experience	Percentage of Relevant Rate of Pay %
Advanced Certificate	0	77 of C5 Rate
	1	85 of C5 Rate
	2	96 of C5 Rate
	3	100 of C5 Rate
Associate Diploma	0	72 of C3 Rate
	1	79 of C3 Rate
	2	89 of C3 Rate
	3	93 of C3 Rate

An employee commencing work in technical fields who is without the appropriate qualification for C10 classifications or above (or who is undertaking training in the qualifications prescribed) and who is also without relevant prior experience in industry but who otherwise meets the requirements of the relevant classification definitions shall be paid in accordance with the following formula:

Years of Relevant Work Experience	Percentage of Relevant Rate of Pay %
0	83
1	88
2	95
3	100

5.2.2 *Wages* - The minimum rate of wages for junior employees shall be the following percentage of the respective rate prescribed for the C12 level:

	Percentage %
Under 17 years of age	55
17 years and under 18 years	65
18 years and under 19 years	75
19 years and under 20 years	85

and thereafter not less than the minimum rate provided for an adult employee.

Junior rates shall be calculated in multiples of ten cents with any result of 5 cents or more being taken to the next highest ten cent multiple.

5.3 Work experience (Technicians)

Qualification	Years of Relevant Work Experience	Percentage of Relevant Rate of Pay %
Advanced Certificate	0	77 of C5 Rate
	1	85 of C5 Rate
	2	96 of C5 Rate
	3	100 of C5 Rate
Associate Diploma	0	72 of C3 Rate
	1	79 of C3 Rate
	2	89 of C3 Rate
	3	93 of C3 Rate
	4	100 of C3 Rate

An employee commencing work in technical fields who is without the appropriate qualification for C10 classifications or above (or who is undertaking training in the qualifications prescribed) and who is also without relevant prior experience in industry but who otherwise meets the requirements of the relevant classification definitions shall be paid in accordance with the following formula:

Years of Relevant Work Experience	Percentage of Relevant Rate of Pay %
0	83
1	88
2	95
3	100

5.4 Classification definitions and skill based career paths

Summary

This Award provides for a classification structure where employees are classified according to the level of competency that they hold and are required to use in their work.

The classification definitions provide descriptors of the nature of work performed at each level. Where there is a query about the classification of an employee, their classification should be determined in accordance with the National Metal and Engineering Competency Standards Implementation Guide. A copy of the guide can be downloaded at www.mskills.com.au.

The classification structure provides that employees are classified on the basis of the level of competency they have and the competency they are required to use in their employment. Competency can be shown by formal qualifications or by the actual exercise of skills. For example, an employee who is required to use skills that give him/her 64 points of competency, that employee must be classified at C11, even though they do not hold a formal qualification. The Implementation Guide and clause 5.5 of this Award prescribe how the classification and level of competency of an employee can be determined

If an employee holds the minimum training requirement for a particular classification level in the Award, and they are required by the employer to use or will be required by the employer to use those skills in their job, then they cannot be classified below that particular classification level. For example, a person who holds a trade certificate and is required to use those skills cannot be classified below the C10 Classification.

In 1997, the Metal and Engineering Training Package introduced a new range of qualifications, aligned to the Australian Qualifications Framework, which use competency standards as the basis of a training qualification. These new qualifications have been accepted as replacements for the previous module-based courses. However, qualifications, including modules, achieved prior to the introduction of the Metal and Engineering Training Package can be used for classification under this Award.

The classification structure can be summarised as follows:

Number	Classification Title	Minimum Training Requirement	Recommended Points
C1	Professional Engineer Professional Scientist	<ul style="list-style-type: none"> Degree 	Standards yet to be finalised
C2(b)	Principal Technical Officer	<ul style="list-style-type: none"> 15 modules in addition to Advanced Diploma or equivalent. 	Standards yet to be finalised
C2(a)	Leading Technical Officer Principal/Trainer/Supervisor/Co-ordinator	<ul style="list-style-type: none"> 7 modules in addition to Advanced Diploma AQF 6 Advanced Diploma - with 15 modules minimum in supervision/ training or equivalent 	Standards yet to be finalised
C3	Engineering Associate - Level II	<ul style="list-style-type: none"> AQF 6 Advanced Diploma or equivalent 	Standards yet to be finalised
C4	Engineering Associate 3rd year of - Level 1	<ul style="list-style-type: none"> 22 Modules towards Advanced Diploma or equivalent 	Standards yet to be finalised
C5	Engineering Technician - Level V Advanced Engineering Tradesperson Level II	<ul style="list-style-type: none"> AQF 5 - Diploma or 15 modules towards Advanced Diploma or equivalent 	60 points in addition to C10
C6	Engineering Technician - Level IV Advanced Engineering Tradesperson Level 1	<ul style="list-style-type: none"> 12 modules towards Diploma or Advanced Diploma or equivalent 	48 points in addition to C10
C7	Certificate IV in Engineering, including HET and Special Class Tradesperson Level II Engineering Technician Level III	<ul style="list-style-type: none"> AQF Level 4 Certificate 9 modules towards Diploma or Advanced Diploma 3 appropriate modules in addition to C8 or equivalent 	36 points in addition to C10
C8	Engineering Technician - Level II Engineering Tradesperson - Special Class Level I	<ul style="list-style-type: none"> 3 appropriate modules in addition to C9 or 6 modules towards Diploma or Advanced Diploma or equivalent 	24 points in addition to C10
C9	Engineering Technician - Level 1 Engineering Tradesperson - Level II	<ul style="list-style-type: none"> 3 appropriate modules in addition to C10 or 3 modules towards Diploma 	12 points in addition to C10

Number	Classification Title	Minimum Training Requirement	Recommended Points
		<ul style="list-style-type: none"> • or Advanced Diploma • or equivalent 	
C10	Engineering Tradesperson - Level 1 Production Systems Employee	<ul style="list-style-type: none"> • Trade Certificate (AQFIII) or • Engineering Production Certificate III (AQF III) • or equivalent 	96
C11	Engineering/Production Employee - Level IV	<ul style="list-style-type: none"> • Engineering Production Certificate II (AQF II) • or equivalent 	64
C12	Engineering/Production Employee - Level III	<ul style="list-style-type: none"> • Engineering Production Certificate I (AQF I) • or equivalent 	32
C13	Engineering/Production Employee Level II	<ul style="list-style-type: none"> • In-house training 	Nil
C14	Engineering/Production Employee - Level 1	<ul style="list-style-type: none"> • Up to 38 hours induction training 	Nil

Schedule 1 to this Award provides a list of indicative tasks for each classification. These indicative tasks provide a guide only to classification and are subject to the classification definition and the National Metal and Engineering Competency Standards Implementation Guide.

5.4.1 Definitions for purpose of Classifications

(a) Where it appears in these classification definitions, the phrase "*or equivalent*" means:

- (i) Any training which a registered training provider, (e.g. TAFE), or the Training and Employment Recognition Council has recognised as equivalent to an accredited course which MSA recognises for this level. This can include advanced standing through recognition of prior learning and/or overseas qualifications; or
- (ii) Where competencies meet the requirements set out in the MSA competency standards in accordance with the National Metal and Engineering Competency Standards Implementation Guide.

(b) Where it appears in these classification definitions, the phrase "*work within the scope of this level*" means:

- (i) For an employee who does not hold a qualification listed as a minimum training requirement, the employee shall apply skills within the enterprise selected in accordance with the Implementation Guide. Competencies selected must be MSA competency standards.
- (ii) Where an employee has a qualification, section 5.5.4 of this Award should be followed.

(c) Where it appears in these classification definitions, the phrase "*Engineering Associate*" is defined as a generic term which includes technical officers in a wide range of disciplines including laboratories and quality assurance; drafting officers; planners and other para-professionals.

5.4.2 Engineering Streams

"Engineering Streams" are the 3 broad engineering streams recognised within the classification definitions, namely: Electrical/electronic; fabrication/vehicle building; and mechanical. Additionally, there are 5 vocational fields (as defined). Entry to training in any engineering stream is not conditional on union membership.

The streams are defined as:

- (a) "Electrical/electronic stream" includes the design, assembly, manufacture, installation, modification, testing, fault finding, commissioning, maintenance and service of all electrical and electronic devices systems, equipment and controls, eg, electrical wiring, motors, generators, PLC's and other electronic controls, instruments, refrigeration, telecommunications, radio and television, communication and information processing.
- (b) "Mechanical stream" includes 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, eg, Computer Numeric Controlled machine tools.
- (c) "Fabrication/Vehicle building stream" includes fabrication, forging, carpentry, plumbing, 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, plastics, carbon fibre, composite materials, ceramics and other materials.

5.4.3 Vocational Fields

"Vocational Fields" are the 5 vocational fields recognised within the classification structure of this Award, namely: trade; technical; engineering/production; supervisor/trainer/coordinator; and professional. The fields are defined as:

- (a) "Trade" includes an employee who possesses as a minimum qualification a trade certificate in any of the engineering streams or Certificate IV in Engineering including Higher Engineering Trades or Special Class Trades (as defined).
- (b) "Technical Field" includes:
 - (i) Production planning, including scheduling, work study, and estimating materials, handling systems and like work;
 - (ii) Technical including inspection, quality control, supplier evaluation, laboratory, non- destructive testing, technical purchasing, and design and development work (prototypes, models, specifications) in both product and process areas and like work;
 - (iii) Design and drafting and like work.
- (c) "Engineering/Production Field" includes employees primarily engaged in production work including production, distribution, stores and warehousing, but does not require a qualification in the trade, technical, professional or supervisory fields.
- (d) "Supervisor/Trainer/Coordinator Field" includes employees who are:
 - (i) Responsible for the work of other employees and/or provision of on-the-job training including coordination and/or technical guidance; or
 - (ii) Responsible for supervision and/or training of other supervisors or trainers; or
 - (iii) Responsible primarily for the exercise of technical skills, as defined, up to the level of their skill and competence and who are additionally involved in the supervision/training of other employees.
- (e) "Professional Field" includes an employee who possesses an academic qualification which enables that employee to become a graduate member of the Institute of Engineers, Australia or an academic qualification in science.

5.4.4 Trainer/Supervisor/Co-ordinator

- (a) A Trainer/Supervisor/Co-ordinator - Level I is an employee who is responsible for the work of other employees and/or provision of structured on-the-job training. Such an employee has completed 9 modules of training in supervision and/or training. Despite the above definition, an employee who has not completed the specified training or equivalent for this level may enter this classification if they have six months demonstrated performance at the relevant level of supervision until such times as competency standards for this level are finalised.
- (b) A Trainer/Supervisor/Co-ordinator - Level 1 shall be paid not less than 122% of the highest rate paid to the highest technically qualified employee supervised or trained.
- (c) A Trainer/Supervisor/Co-ordinator - Level II is an employee who is responsible for supervision and/or training of Trainers/Supervisors/Co-ordinators - Level I. Such an employee has completed 15 modules of training in supervision and/or training. Despite the above definition, an employee who has not completed the specified training or equivalent for this level may enter this classification if they have six months demonstrated performance at the relevant level of supervision until such times as competency standards for this level are finalised.

A Trainer/Supervisor/Co-ordinator - Level 2 shall be paid not less than 115% of the highest rate paid to persons supervised or trained.
- (d) A Trainer/Supervisor/Co-ordinator - Technical is an employee who is responsible primarily for the exercise of skills in technical fields as defined, up to the level of their skill and competence and who is additionally involved in the supervision/training of other technical employees. Such an employee shall receive not less than 107% of the rate of pay applicable to the employee's technical classification.

5.4.5 Wage Group C14 (Relativity to C10 - 79%)

- (a) Engineering/Production Employee - Level I

An Engineering/Production Employee - Level I is an employee who is undertaking up to 38 hours induction training which may include information on the enterprise, conditions of employment, introduction to

supervisors and fellow workers, training and career path opportunities, plant layout, work and documentation procedures, occupational health and safety, equal employment opportunity and quality control/assurance.

An employee at this level performs routine duties essentially of a manual nature and to the level of their training:

- (i) performs general labouring and cleaning duties;
- (ii) exercises minimal judgement;
- (iii) works under direct supervision; or
- (iv) is undertaking structured training so as to enable them to work at the C13 level.

This classification level shall not apply to employees who have previously completed up to 3 months employment at this level. Such employees shall be classified at no lower than level C13. Casual employees shall not be engaged at this level.

5.4.6 *Wage Group C13 (Relativity to C10 - 82%)*

(a) Engineering/Production Employee - Level II

An Engineering/Production Employee - Level II is an employee who has completed up to 3 months structured training so as to enable the employee to perform work within the scope of this level.

An employee at this level performs work above and beyond the skills of an employee at C14 and to the level of their skills, competence and training.

- (i) works in accordance with standard operating procedures and established criteria;
- (ii) works under direct supervision either individually or in a team environment;
- (iii) understands and undertakes basic quality control/assurance procedures including the ability to recognise basic quality deviations/faults;
- (iv) understands and utilises basic statistical process control procedures;
- (v) follows safe work practices and can report workplace hazards.

5.4.7 *Wage Group C12 (Relativity to C10 - 87.4%)*

(a) Engineering/Production Employee - Level III

An Engineering/Production Employee - Level III is an employee who possesses an Engineering Production Certificate I, or has completed an AQF Level I traineeship, or equivalent (including the use of 32 competency points from the Implementation Guide) so as to enable the employee to perform work within the scope of this level.

An employee at this level performs work above and beyond the skills of an employee at C13 and to the level of their skills, competence and training:

- (i) is responsible for the quality of their own work subject to routine supervision;
- (ii) works under routine supervision either individually or in a team environment;
- (iii) exercises discretion within their level of skills and training;
- (iv) assists in the provision of on the job training.

5.4.8 *Wage Group C11 (Relativity to C10 - 92.4%)*

(a) Engineering/Production Employee - Level IV

An Engineering/Production Employee - Level IV is an employee who possess an Engineering Production Certificate II, or has completed an AQF Level II traineeship, or equivalent (including the use of 64 competency points from the Implementation Guide) so as to enable the employee to perform work within the scope of this level.

An employee at this level performs work above and beyond the skills of an employee at C12 and to the level of their skills, competence and training:

- (i) works from complex instructions and procedures;
- (ii) assists in the provision of on-the-job training;
- (iii) co-ordinates work in a team environment or works individually under general supervision;
- (iv) is responsible for assuring the quality of their own work.

5.4.9 *Wage Group C10*

(a) Engineering Tradesperson - Level I

An Engineering Tradesperson - Level I is an employee who holds a trade certificate (through the completion of an AQF Level III apprenticeship) or tradespersons rights certificate (through recognition by Trades Recognition Australia or Training and Employment Recognition Council) as an:

- (i) Engineering Tradesperson (Electrical/Electronic) - Level I;
- (ii) Engineering Tradesperson (Mechanical) - Level I;
- (iii) Engineering Tradesperson (Fabrication/vehicle building) - Level I;
- (iv) or equivalent

and is able to exercise the skills and knowledge of the engineering trade so as to enable the employee to perform work within the scope of this level.

(b) An Engineering Tradesperson - Level I works above and beyond an employee at C11 and to the level of their skills, competence and training:

- (i) Understands and applies quality control techniques;
- (ii) Exercises good interpersonal and communications skills;
- (iii) Exercises keyboard skills at a level higher than C11;
- (iv) Exercises discretion within the scope of this classification level;
- (v) Performs work under limited supervision either individually or in a team environment;
- (vi) Operates lifting equipment incidental to their work;
- (vii) Performs non-trade tasks incidental to their work;
- (viii) Performs work which while primarily involving the skills of the employee's trade is incidental or peripheral to the primary task and facilitates the completion of the whole task. Such incidental or peripheral work would not require additional formal technical training;
- (ix) Able to inspect products and/or materials for conformity with established operational standards.

(c) Production Systems Employee

A Production Systems Employee is an employee who, while still being primarily engaged in Engineering /Production work applies the skills acquired through the successful completion of a certificate III level qualification or equivalent (including the use of 96 competency points from the Implementation Guide) in the production, distribution, or stores functions.

A Production Systems Employee is an employee who possess an Engineering Production Certificate III, or has completed an AQF Level III traineeship or equivalent so as to enable the employee to perform work within the scope of this level.

A Production Systems Employee works above and beyond an employee at C11 and to the level of their skills, competence and training:

- (i) Understands and applies quality control techniques;
- (ii) Exercises good interpersonal communications skills;
- (iii) Exercises discretion within the scope of this classification level;
- (iv) Exercise keyboard skills at a level higher than C11;
- (v) Performs work under limited supervision either individually or in a team environment;
- (vi) Able to inspect products and/or materials for conformity with established operational standards.

5.4.10 Wage Group C9 (Relativity to C10 - 105%)

(a) Engineering Tradesperson - Level II

An Engineering Tradesperson - Level II is an:

- (i) Engineering Tradesperson (Electrical/Electronic) - Level II; or
- (ii) Engineering Tradesperson (Mechanical) - Level II; or
- (iii) Engineering Tradesperson (Fabrication/vehicle building) - Level II:

who has completed the following training requirements:

- (A) 3 appropriate modules in addition to the training requirements of C10 level; or
- (B) 3 appropriate modules towards a National Diploma; or
- (C) appropriate modules towards an Advanced Diploma;

or equivalent (including the use of 12 competency points from the Implementation Guide beyond the C10 classification).

- (b) An Engineering Tradesperson - Level II works above and beyond a tradesperson at C10 and to the level of their skills and competence and training performs work within the scope of this level.
- (i) Exercises discretion within the scope of this classification;
 - (ii) Works under limited supervision either individually or in a team environment;
 - (iii) Understands and implements quality control techniques;
 - (iv) Provide trade guidance and assistance as part of a work team;
 - (v) Operates lifting equipment incidental to their work;
 - (vi) Performs non-trade tasks incidental to their work.

(c) Engineering Technician - Level I

An Engineering Technician - Level I is an employee who has the equivalent level of training of a C9 Engineering Tradesperson or equivalent so as to enable the employee to apply skills within the scope of this level. The skills exercised by the Engineering Technician Level I are in the technical fields as defined by this Award including drafting, planning or technical tasks requiring technical knowledge.

At this level the employee is engaged on routine tasks in the technical fields

5.4.11 Wage Group C8 (Relativity to C10 - 110%)

(a) Engineering Tradesperson - Special Class Level I

A Special Class Engineering Tradesperson - Level I means a:

- (i) Special Class Engineering Tradesperson (Electrical/Electronic) - Level I; or
- (ii) Special Class Engineering Tradesperson (Mechanical) - Level I; or
- (iii) Special Class Engineering Tradesperson (Fabrication/vehicle building) - Level I;
- (iv) Higher Engineering Tradesperson

who has completed the following training requirement:

- (A)6 appropriate modules in addition to the training requirements of C10 level; or
- (B)6 appropriate modules towards a National Diploma; or
- (C)6 appropriate modules towards an Advanced Diploma;
- (D)a Higher Engineering Tradesperson apprenticeship;

or equivalent (including the use of 24 competency points from the Implementation Guide beyond the requirements of C10)

- (b) An Engineering Tradesperson Special Class - Level I works above and beyond a tradesperson at C9 and to the level of their skills, competence and training performs work within the scope of this level:
- (i) Provides trade guidance and assistance as part of a work team;
 - (ii) Assists in the provision of training in conjunction with supervisors and trainers;
 - (iii) Understands and implements quality control techniques;
 - (iv) Works under limited supervision either individually or in a team environment;
 - (v) Operates lifting equipment incidental to their work;
 - (vi) Performs non-trade tasks incidental to their work.

(c) Engineering Technician - Level II

An Engineering Technician - Level II is an employee who has the equivalent level of training of a C8 Engineering Tradesperson Special Class - Level I or equivalent so as to enable the employee to apply skills within the scope of this level. The skills exercised by the Engineering Technician Level II are in the technical fields as defined by this Award including drafting, planning or technical tasks requiring technical knowledge.

At this level the employee is required to exercise judgment and skill in excess of that required at C9 under the supervision of technical or professional staff.

5.4.12 Wage Group C7 (Relativity to C10 - 115%)

(a) Engineering Tradesperson - Special Class Level II

A Special Class Engineering Tradesperson - Level II means a:

- (i) Special Class Engineering Tradesperson (Electrical/Electronic) - level II; or
- (ii) Special Class Engineering Tradesperson (Mechanical) - Level II; or
- (iii) Special Class Engineering Tradesperson (Fabrication/vehicle building) - Level II.

who has completed the following training requirement:

- (A) 3 appropriate modules in addition to the requirements of C8 level; or
- (B) 9 appropriate modules towards an Advanced Certificate; or
- (C) 9 appropriate modules towards an Associate Diploma;
- (D) an AQF Level 4 National Certificate;

or equivalent (including the use of 36 competency points from the Implementation Guide beyond the requirements of C10)

- (b) An Engineering Tradesperson - Special Class Level II works above and beyond a tradesperson at C8 and to the level of their skills, competence and training performs work within the scope of this level.

- (i) Is able to provide trade guidance and assistance as part of a work team;
- (ii) Provides training in conjunction with supervisors and trainers;
- (iii) Understands and implements quality control techniques;
- (iv) Works under limited supervision either individually or in a team environment;
- (v) Operates lifting equipment incidental to their work;
- (vi) Performs non-trade tasks incidental to their work.

NB: The AQF 4 Certificate referred to in this definition is not directly comparable with previous post-trade qualifications (such as ASF4 Level post trade courses). The possession of these previous qualifications does not necessarily justify classification of a tradesperson to this level. Parties should refer to the Implementation Guide.

- (c) Engineering Technician - Level III

Engineering Technician - Level III is an employee who has the equivalent level of training of a C7 - Engineering Tradesperson Special Class Level II or equivalent so as to enable the employee to apply skills within the scope of this level. The skills exercised by the Engineering Technician Level III are in the technical fields as defined by this Award including drafting, planning or technical tasks requiring technical knowledge.

At this level the employee is engaged in detail drafting and/or planning or technical duties requiring judgement and skill in excess of that required of a technician at C8 under the supervision of technical or professional staff.

5.4.13 Wage Group C6 (Relativity to C10 - 125%)

- (a) Advanced Engineering Tradesperson - Level I

An Advanced Engineering Tradesperson - Level I means an:

- (i) Advanced Engineering Tradesperson (Electrical/Electronic) - Level I; or
- (ii) Advanced Engineering Tradesperson (Mechanical) - Level I; or
- (iii) Advanced Engineering Tradesperson (Fabrication/vehicle building) - Level I

who has completed:

- (A) 12 appropriate modules of a National Diploma; or
- (B) 12 appropriate modules of an Advanced Diploma;

or equivalent (including the use of 48 competency points from the Implementation Guide beyond the requirements of C10)

- (b) An Advanced Engineering Tradesperson - Level I works above and beyond a tradesperson at C7 and to the level of their skills, competence and training performs work within the scope of this level.

- (i) Undertakes quality control and work organisation at a level higher than for C7;
- (ii) Provides trade guidance and assistance as part of a work team;
- (iii) Assists in the provision of training to employees in conjunction with supervisors/trainers;
- (iv) Works under limited supervision either individually or in a team environment;
- (v) Prepares reports of a technical nature on specific tasks or assignments;
- (vi) Exercises broad discretion within the scope of this level;

- (vii) Operates lifting equipment incidental to their work;
- (viii) Performs non-trade tasks incidental to their work.

(c) Engineering Technician - Level IV

An Engineering Technician - Level IV is an employee who has the equivalent level of training of a C6 - Advanced Engineering Tradesperson Level I or equivalent so as to enable the employee to apply skills within the scope of this level. The skills exercised by the Engineering Technician Level IV are in the technical fields as defined by this Award including drafting, planning or technical tasks requiring technical knowledge.

At this level the employee is engaged in detail drafting and/or planning and/or technical duties requiring judgement and skill in excess of that required of a technician at C7 under the supervision of technical and/or professional staff

5.4.14 Wage Group C5 (Relativity to C10 - 130%)

(a) Advanced Engineering Tradesperson - Level II

An Advanced Engineering Tradesperson - Level II means an:

- (i) Advanced Engineering Tradesperson (Electrical/Electronic) - Level II; or
- (ii) Advanced Engineering Tradesperson (Mechanical) - Level II; or
- (iii) Advanced Engineering Tradesperson (Fabrication/vehicle building) - Level II

who has completed:

- (A) A National Diploma; or
- (B) 15 modules or 2nd year part-time of an Advanced Diploma;

or equivalent (including the use of 60 competency points from the Implementation Guide beyond the requirements of C10)

(b) An Advanced Engineering Tradesperson - Level II works above and beyond a tradesperson at C6 and to the level of their skills, competence and training performs work within the scope of this level:

- (i) Provides technical guidance or assistance within the scope of this level;
- (ii) Prepares reports of a technical nature on tasks or assignments within the employee's skills and competence;
- (iii) Has an overall knowledge and understanding of the operating principle of the systems and equipment on which the tradesperson is required to carry out their task;
- (iv) Assists in the provision of on-the-job training in conjunction with supervisors and trainers;
- (v) Operates lifting equipment incidental to their work; .
- (vi) Performs non-trade tasks incidental to their work.

(c) Engineering Technician - Level V

An Engineering Technician - Level V is an employee who has the equivalent level of training of a C5 - Advanced Engineering Tradesperson Level II or equivalent so as to enable the employee to apply skills within the scope of this level. The skills exercised by the Engineering Technician Level V are in the technical fields as defined by this Award including drafting, planning or technical tasks requiring technical knowledge.

At this level the employee is required to exercise judgment and skill in excess of that required at level C6.

5.4.15 Wage Group C4 (Relativity to C10 - 135%)

(a) Engineering Associate - Level I

An Engineering Associate - Level I means an employee who works above and beyond a technician at level C5 and has successfully completed 3rd year part-time (or 22 modules) of an Advanced Diploma or equivalent and is engaged in:

- (i) Making of major design drawings or graphics or performing technical duties in a specific field of engineering, laboratory or scientific practice such as research design, testing, manufacture, assembly, construction, operation, diagnostics and maintenance of equipment facilities or products, including computer software, quality processes, occupational health and safety and/or standards and plant and material security processes and like work; or

- (ii) Planning of operations and/or processes including the estimation of requirements of staffing, material cost and quantities and machinery requirements, purchasing materials or components, scheduling, work study, industrial engineering and/or materials handling process.

5.4.16 Wage Group C3 (Relativity to C10 - 145%)

(a) Engineering Associate - Level II

An Engineering Associate - Level II means an employee who works above and beyond an Engineering Associate at level C4 and has successfully completed an advanced diploma or the equivalent level of accredited training and is engaged in:

- (i) Performing drafting, or planning or technical duties which require the exercise of judgment and skill in excess of that required by an engineering associate at level C4; or
- (ii) Possesses the skills of an Engineering Associate - Level I in a technical field and exercises additional skills in a different technical field as defined.

5.4.17 Wage Group C2(a) (Relativity to C10 - 150%)

(a) Leading Technical Officer

Leading Technical Officer means an employee who works above and beyond an Engineering Associate - Level II at level C3 and has successfully completed 7 modules in addition to an advanced diploma or equivalent. An employee at C2(a) is able to perform or coordinate work in more than one engineering, scientific or technical field as defined, or performs duties in a technical, engineering or scientific field which requires the exercise of judgement and/or skill in excess of that required of an Engineering Associate - Level II.

(b) Principal Engineering Trainer/Supervisor/Coordinator

Principal Engineering Trainer/Supervisor/Coordinator means a Trainer/Supervisor/ Coordinator who has completed a National Advanced Diploma of which 15 modules are supervision/training modules or equivalent and who when engaged at this level:

- (i) Possesses a sound knowledge of occupational health and safety, industrial relations, and communications processes and is able to use this knowledge in training and leading the work of others;
- (ii) Possesses a general knowledge and awareness of the administrative, business, and marketing strategies of the enterprise;

Indicative of the tasks which an employee at this level may perform are as follows:

- (A) Plans, writes and delivers training programs for all engineering/production employees, apprentices, trainees, trade and lower technical levels;
- (B) Plans and directs the work of engineering/production employees especially in new work organisation environments, eg, group work arrangements, CIM production techniques.

5.4.18 Wage Group C2(b) (Relativity to C10 - 160%)

5.5 Procedure for classifying employees

5.5.1 The procedures for reclassifying employees under this Award are set out in the National Metal and Engineering Competency Standards Implementation Guide distributed by MSA.

5.5.2 Without detracting from any of the processes set out in clause 5.5 any disputes in relation to classification or reclassification, including disputes relating to the terms of the National Metal and Engineering Competency Standards Implementation Guide, shall be handled in accordance with the grievance and dispute settling procedure in clause 3.1 of this Award.

5.5.3 It shall be a term of the Award that where there is agreement to implement the standards at the enterprise, or in the event that the classification of an employee is called into question, the issue shall be settled by the application of competency standards in accordance with this clause and the National Metal and Engineering Competency Standards Implementation Guide or by reference to the minimum training requirement in the relevant classification definition, except as provided in clauses 5.5.4 and 5.5.5.

5.5.4 Where the employee has a relevant qualification recognised as a minimum training requirement for the level at which the employee seeks to be classified and the employee is exercising or will be required to exercise the skills and knowledge gained from that qualification necessary for that level of work the employee shall be classified

appropriately. It is up to the employer to demonstrate reasons for a qualification that is a recognised minimum training requirement not being regarded as relevant for an employee's work.

5.5.5 Where skill standards have not been finalised in respect of any class of work and this is necessary for determining an employee's classification, the employee shall be classified in accordance with the classification definitions at Schedule 1 of this Award.

5.5.6 All employees engaged under the Award at the relevant classification levels shall be subject to the metal and engineering competency standards.

5.5.7 Other provisions to be followed where competency standards are being implemented in an enterprise:

(a) Management and employee representatives responsible for overseeing the implementation of competency standards within enterprises shall be given access to briefing and/or training courses on the standards prior to implementation.

(b) Such briefings/training courses on the metal and engineering competency standards and Implementation Guide should be approved by Manufacturing Skills Australia (MSA). These briefings/training courses can be either a joint briefing delivered by the parties or by one party with the approval of other relevant parties at the enterprise or an approved course delivered by a MSA recognised provider with the approval of the relevant parties at the enterprise level.

(c) The above does not exclude the delivery of additional training or advice by the parties or MSA to enterprises.

5.5.8 *Points*

The points to be assigned to the classification levels under the Award shall be:

Award Classification Level	Recommended points
C14	-
C13	-
C12	32
C11	64
C10	96
C9	12 additional points above C10
C8	24 additional points above C10
C7	36 additional points above C10
C6	48 additional points above C10
C5	60 additional points above C10
C4	Standards and points to be finalised
C3	Standards and points to be finalised
C2a	Standards and points to be finalised
C2b	Standards and points to be finalised

and in accordance with Table 2 in the National Metal and Engineering Competency Standards Implementation Guide.

5.5.9 *Facilitation of implementation*

If any party to this Award initiates a meeting at industry level in relation to major concerns about implementation of standards, including the application of points as set out in clause 5.5.8, the following procedure shall apply:

(a) If the major concerns involve problems at enterprise level the implementation process shall be suspended at those enterprises and there shall be no industrial action in relation to the problem;

(b) Officials of the relevant industry parties shall meet immediately to attempt to resolve the concerns.

(c) Where necessary, arrangements shall be made for an assessment and report by experts representing the relevant industry parties, or a representative of MSA;

(d) The relevant industry parties shall consider the experts' report(s) and agree on a course of action to resolve the concerns of the initiating party. A record of any agreement will be forwarded to the relevant enforcement agency such as the Department of Justice and Attorney-General;

(e) If the concerns are not resolved any party may pursue any available course of action under the Act.

5.6 Payment of wages

5.6.1 When an employee is discharged or leaves the employment in accordance with clauses 4.7, 4.8, 4.9 (Termination of Employment, Introduction of Changes, Redundancy), the employee shall be paid all monies due as soon as practicable and, in any case, within 24 hours, excepting where a Sunday or public holiday intervenes, in which case the employee shall be paid such monies not later than noon on the next working day.

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

5.6.2 Wages may be paid weekly or fortnightly in cash or electronic funds transfer directly into an employee's nominated account in a financial institution, with no more than 2 days' pay being held in arrears at any time.

(a) Where wages are paid in cash, the employee shall be paid anytime prior to the normal ceasing time.

(b) By agreement between the employer and the majority of employees in the relevant enterprise, wages may be paid every 4 weeks or monthly to full-time and part-time employees. Agreement in this respect may also be reached between the employer and an individual employee.

5.7 Time checking

Any system used by employers for the purpose of checking or recording their employees' time shall be operated in the employer's time only. This shall not apply to any system of checking employees' entrance to or exit from the workshops.

5.8 Allowances

5.8.1 *Accumulation of special rates* - Except where as otherwise prescribed, where more than one of the disabilities appearing in clause 5.8 is present on a job, an employee shall receive payment for each disability.

5.8.2 *Battery work allowance* - Where the conditions are unfavourable to health or more injurious to clothing than the ordinary workshop conditions, extra pay at the rate of \$4.57 per day shall be paid to employees who are:

- mainly engaged in the maintenance of storage batteries; or
- engaged in overhauling or repairing the same;
- erecting second-hand storage batteries that have been previously in use.

5.8.3 *Chainsaw allowance* - Employees using chain saws in the performance of their work shall be paid 57.05c per hour extra whilst so engaged in addition to the ordinary rate.

5.8.4 *Cleaning flues allowance* - Employees engaged in cleaning flues, when required to work inside such flue, shall be paid \$3.45 per day in addition to their ordinary rates of pay.

5.8.5 *Cold chamber allowance* - Engine drivers in charge of refrigeration plants, except plants under the capacity of 3 tonnes per day, who go into cold chambers, shall be paid 42.2c per hour in addition to their ordinary rates of pay.

5.8.6 *Concrete mixing allowance* - Electrical labourers engaged in mixing concrete shall be paid 57.05c per hour in addition to their ordinary rates whilst so engaged.

5.8.7 *Confined space allowance* - An employee shall be paid 72.15c per hour above the ordinary rate for the actual time employed in a compartment, space or place the dimensions of which necessitate such employee working in a stooped or otherwise cramped position, or without proper ventilation and subject thereto includes such a space:

- in the case of a ship, inside complete tanks, chain lockers and peaks, in bilges under engine beds, under the engine room and stokehold floors or under or inside boilers, bunkers, engine room tunnels, stokehold, airtight compartments or chambers;
- in the case of locomotives, inside the barrels of boilers, fire boxes, water spaces or tenders, side tanks, bunker tanks, saddle tanks or smoke boxes; and
- in other cases, inside boilers, steam drums, mud drums, fire boxes or vertical or road vehicle boilers, furnaces, flues, combustion chambers, receivers, buoys, tanks, super-heaters, or economisers; or

- working in tunnels or ducts less than 1.2 metres in diameter:

Clause 5.8.7 shall not apply to boiler cleaning clause 5.8.23.

5.8.8 *Construction allowance*

- (a) In addition to the rates and allowances otherwise prescribed by this Award (except as provided) an employee working on;
- (i) Building construction work (as defined); or
 - (ii) Reconstruction, alteration, repair and/or maintenance work (as defined) shall be paid an allowance at the rate of \$26.20 per week to compensate for the following disabilities:
 - climatic conditions when working in the open on all types of work;
 - the physical disadvantages of having to climb stairs or ladders;
 - dust blowing in the wind on building sites;
 - sloppy and muddy conditions associated with the initial stages of the erection of the building;
 - dirty conditions caused by the use of foam oil or from green timber;
 - the disability of working on all types of scaffolds other than a single plank swing scaffold or a bosun's chair;
 - the lack of the usual amenities associated with factory work (e.g. recreational facilities, sanitary convenience etc.);
 - drippings from newly poured concrete;
 - all other present disabilities not specifically compensated or allowed for by any other provisions of this Award:

Where a separate "on site" or construction allowance applies on a particular project, this allowance of \$26.20 per week shall be in substitution except where such allowance exceeds \$26.20 when the higher amount shall be paid. Such allowance shall form part of the weekly wage in the calculation of overtime payments, annual leave pay, public holiday pay, sick pay and long service leave pay.

- (b) *Building construction work* - For the purposes of this Award "building construction work" shall mean the construction of new buildings, the construction of additions to existing buildings and necessary alteration of existing buildings to make them conform to any new additions, and the demolition of buildings and shall be deemed to include all electrical work carried out during such work.
- (c) *Civil and Mechanical Engineering structures* - Employees working "on site" on structures which are primarily civil or mechanical engineering structures or installation such as power stations, grain elevators and silos, oil refineries, wharves, jetties, piers, bridges, overpasses, underpasses and incidental concrete work, pipeline, water storage towers, sewerage construction work, dams, barrages, weirs or similar structures, construction of culverts, box culverts, kerbing, channelling, roads, traffic islands and concrete ornamental lakes and land reclamation and/or land clearing associated with estate development and building construction shall be paid the allowance as provided in clause 5.8.8(a) and shall be subject to the same proviso as contained.
- (d) *Reconstruction, Alteration, Repair and/or Maintenance work* - For the purposes of this Award shall mean and include all work including electrical work performed on site on the reconstruction, alteration, repair and/or maintenance of wharves, jetties, piers, bridges, overpasses, underpasses, and incidental concrete work, pipelines, water storage towers, sewerage construction work, dams, barrages, weirs, or similar structures, culverts, box culverts, kerbing, channelling, roads, traffic islands and concrete ornamental lakes and land reclamation, this definition shall not, in relation to dams, weirs and barrages include the following classes of work:
- operation of the dam, weir or barrage;
 - construction or maintenance of tourist facilities;
 - gardening, grasscutting or other agricultural operations:

Employees receiving payment pursuant to clause 5.8.8 shall not be entitled to any payment dealing with a dirt allowance (clause 5.8.9 or repair work clause 5.8.33)

5.8.9 *Dirty work allowance* - All employees engaged on dirty work shall receive 53.6c per hour for actual time worked, in addition to their ordinary rates of wages. Such conditions may be found in the following places:

ships repairs, dismantling machinery, holds, engine rooms, boilers, and rooms on board ships, wool-scouring works, tanneries, sugar works, boiling-down works, galvanising works, lead works, smelting, sintering works, converting, cyaniding, chlorinating, all dry crushing and grinding plants, sanitary works, artificial manure works, slaughtering-yards, chemical works, at pit top, all work done in lift shafts, all electrically driven vehicles that have been in use, all work performed between ceilings and roofs in buildings that have been in use, in using tar or bitumen, or where tar or bitumen has been used and is not dry and in overhauling and/or repairing transformers where the employee's clothing becomes soiled with oil, and other work which is of an unusually dirty or offensive nature. Clause 5.8.9 does not apply if the employee is in receipt of an allowance for boiler cleaning (clause 5.8.23), repairing/manufacturing sanitary pans (clause 5.8.36) or second-hand articles (clause 5.8.37).

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

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

The Divisional and District allowances for junior employees shall be half those prescribed for adult employees.

5.8.11 *Electrical elevators allowance* - Electrical mechanics engaged on the erection of electrical elevators shall be paid 36.85c per hour in addition to their ordinary rates whilst so engaged.

5.8.12 *Explosive powered tools allowance* - Employees required to use explosive powered tools shall be paid 17.55c per hour extra, with a minimum payment of \$1.49 in addition to their ordinary rate.

5.8.13 *Farriering on racecourse allowance* - When employees are engaged on farriering work on racecourses the other clauses of this Award shall not apply, as they may be inconsistent with the following award which shall apply to racecourse work only:

No limitation shall be placed on the working time for any day upon which the employee is engaged on racecourse work, and the work shall be done at such time as the employer may determine.

All fares incurred between the employer's shop and the racecourse shall be paid both ways by the employer.

On racecourses within the area covered by this Award each employee shall receive in addition to the ordinary pay the following amounts:

	\$
on ordinary week days	6.40
on Saturdays	12.82
on public holidays	12.82

5.8.14 *Firing boilers allowance* - Employees required to fire boilers with fuel other than coal, coke or corkwood, fuel oil, tar or gas, shall be paid \$2.41 per day in addition to their ordinary rates while using such fuel.

5.8.15 *First aid allowance* - Where an employer appoints an employee who holds an appropriate first-aid certificate as a first-aid attendant an additional \$14.40 per week in which an employee works 3 days or more shall be paid to such employee.

5.8.16 *Forestry allowance* - Employees working in the open on forestry operations and being subject to adverse conditions such as working at isolated and undeveloped locations, exposure to heat, cold, wind, wetness, dust, mud, dirty conditions, and lack of amenities, shall be paid an allowance at the rate of \$26.20 per week (on a daily basis) which shall be treated as part of the ordinary weekly wage for the purpose of this Award. Employees receiving payment pursuant to clause 5.8.16 shall not be entitled to dirt money (clause 5.8.9) or repair work allowance (clause 5.8.33).

5.8.17 *Foundry allowance* - Employees employed in foundries shall be paid an allowance of 37.7c for each hour worked to compensate for all disagreeable features associated with foundry work including heat, fumes, atmospheric conditions, sparks, dampness, confined space and noise. For the purpose of clause 5.8.17, foundry work shall be that performed by employees engaged on:

- (a) any operation in the production of castings by casting metal in moulds made of sand, loam, metal moulding composition or other material or mixture of materials or by shell moulding centrifugal casting or continuous casting; and
- (b) where carried on as an incidental process in connection with and in the course of production to which clause 5.8.17(a) of this definition applies, the preparation of moulds and cores (but not in the making of patterns and dies in a separate room), knock out processes and dressing operations but shall not include any operations performed in connection with:
 - non-ferrous die-casting (including gravity and pressure);
 - casting of billets and/or ingots in metal moulds;
 - continuous casting of metal into billets;
 - melting of metal for use in printing;
 - refining of metal.

The Foundry Allowance shall be in lieu of the wet hot or noxious gas fumes allowance (clause 5.8.43); confined space allowance (clause 5.8.7) and dirt money allowance (clause 5.8.9) and does not in any way limit an employer's obligation to comply with all relevant requirements of Acts and Regulations pertaining to working conditions in Queensland foundries.

5.8.18 *Hammer and drill work allowance* - Electrical labourers employed at hammer and drill work as jumper workers on gads and moils, or in the pole lifting gang, shall be paid \$3.69 per day above the rates set down. When employed as powder monkeys, \$7.03 per day, and when employed as tool dressers, \$5.58 per day above the rates set down, electrical labourers employed as jack-hammer workers shall be paid \$3.69 per day above the rates set down.

5.8.19 *Height allowance* - Employees required to perform work at a height from 15.25 to 22.87 metres from the ground or low water level, or nearest horizontal plane shall be paid at the rate of \$13.60 per week extra for the actual time worked.

Employees required to perform work at a height over 22.87 metres from the ground, or low water level or nearest horizontal plane, shall be paid at the rate of \$21.00 per week extra for the actual time worked.

5.8.20 *Insulation material allowance* - 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 39.3c per hour extra.

5.8.21 *Leading Hand allowance* - Employees whilst occupying the position of leading hand shall be paid the following additional rate:

	Per Day
	\$
In charge of less than 10 employees	6.27
In charge of 10 but less than 20 employees	9.47
In charge of 20 or more employees	12.34

"Leading hand" shall mean an employee who is appointed as such by the employer to be in charge of the work of other employees.

For the purposes of clause 5.8.21, the leading hand shall be reckoned as one of the employees.

The additional payment for leading hands shall be regarded as part of the wage of the employee concerned and shall be taken into consideration in the computation of overtime, payment for annual leave, sick leave, public holidays, week-end work etc.

5.8.22 *Lime and/or cement allowance* - Employees loading or unloading a quantity, not less than 6 bags of lime and/or cement, shall be paid 57.05c per hour in addition to general labourers' rate whilst so engaged.

5.8.23 *Live Sewer Work - Local Governments (other than Brisbane City Council) and Water Distributor Retailers -*

- (a) Tradespersons and their assistants employed by Local Governments, other than Brisbane City Council, engaged on live sewer work shall be paid at the rate of time and a-half for such work.
- (b) 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.
- (c) 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.
- (d) Employees who are on any day required to carry out work in connection with the release of blockages in sewerage lines and connections (including pumps) shall be paid not less than 4 hours at time and a-half during ordinary hours or at the appropriate rate for overtime. All time involved in travelling to and from such operations shall be deemed to be time worked for this purpose, and the Construction, Reconstruction, Alterations Repair and/or Maintenance Work Allowance in clause 5.8.8 of this Award shall not apply when employees are engaged on live sewer work.

5.8.24 *Marine or ship boiler cleaning allowance* - Any employee who is employed to enter a marine or ships boiler for the purpose of cleaning, chipping, painting or washing with lead, zinc, or other inflammable material or other process shall be paid at the rate of \$8.4435 per hour in the Southern Division, \$8.475 per hour in the Mackay Division and \$8.484 per hour in the Northern Division for actual time worked.

5.8.25 *Marker-off allowance* - Employees whilst occupying the position of marker-off shall be paid \$3.36 extra per day.

The additional payment for makers-off shall be regarded as part of the wage of the employee concerned and shall be taken into consideration in the computation of overtime, payment for annual leave, sick leave, public holidays, week-end work etc.

5.8.26 *Motor vehicles drawing trailers allowance* - Employees driving a motor vehicle to which a trailer is attached shall be paid in addition to the rates prescribed the extra applicable amount as set out:

\$2.06 per day when drawing a loaded single axle trailer;

\$1.17 per day when drawing an empty single axle trailer;

\$2.72 per day when drawing a loaded trailer with more than one axle;

\$1.52 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 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 loading capacity in excess of 0.5 tonnes.
- (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 20.95c per hour or part thereof whilst so engaged, in addition to the rate of wages prescribed.

5.8.27 *Multi-storey allowance* - A multi-storey allowance shall be paid to compensate employees engaged on construction on-site for the disabilities experienced in, and which are peculiar to the construction of multi-storey buildings.

- (a) For the purpose of this Award a multi-storey building is a building which will, when complete, consist of not less than 5 storey levels.
- (b) For the purpose of clause 5.8.27 (a) (b) and (c), a storey level means structurally completed floor, pillars or columns, and ceiling (not being false ceilings) of a building, and shall include basement levels and mezzanine or similar levels (but excluding "half-floors" such as toilet blocks or store rooms located between floors).
- (c) A multi-storey allowance in accordance with the table set out below shall be payable to all employees engaged on construction on-site when one of the following components of the building:
- Structural Steel;
 - Reinforcing Steel;
 - Boxing or Walls,

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

- (d) The commencing point of measurement shall be the lowest main floor (including basement floor levels but excluding lift walls and shafts of the building).
- (e) "Floor level" means that state of construction which in the completed building, would constitute the walking surface of the particular floor level referred to in the table of payment.
- (f) *Multi-Storey Rate* - For work on the construction of Multi-storeyed buildings:

From the commencement of building to fifteenth (15) floor level	44.9c per hour extra;
From sixteenth (16) floor level to thirtieth (30) floor level	56.15c per hour extra;
From thirty-first (31) floor level to forty - fifth (45) floor level	83.45c per hour extra;
From forty-sixth (46) floor level to sixtieth (60) floor level	109c per hour extra;
From sixty-first (61) floor level onwards	\$1.3635 per hour extra.

- (i) Height money payments are not payable when the walls have been completed and employees are working under cover and lifts are made available to carry workers to and from the floor on which they are required to work.
- (ii) The 4th floor storey of a multi-storeyed building is that which is 4th above the lowest adjacent street level.
- (g) Payment of the allowance shall cease when the walls are completed and the employees are working under cover and the lifts or passenger/material hoists are available to employees:
- Provided that the exclusion of odd wall panels, sections or windows for the purpose of entrance or exist of materials or the anchoring of cranes, external lifting devices or scaffolding shall not prevent the walls of a building being defined as completed.

5.8.28 *Painting poles allowance* - Employees engaged in painting electric tramway or electric light poles shall be paid the rates prescribed for painters in the Building Trades Public Sector Award - State 2012.

5.8.29 *Painters labourers wages* - when engaged on any class of varnishing or finishing work shall be paid for the whole day at the rate of level C10 prescribed in clause 5.1 (Wages) of this Award

5.8.30 *Patternmaker allowance* - A patternmaker in charge of pattern making department shall be classed and paid as a leading hand when there is more than one patternmaker employed.

A patternmaker employed taking dimensions, brushing with lignum vitae or other material, or otherwise working at a vessel's sternbush, or bracket-bush shall be paid not less than 72.15c per hour for each hour or part of, if so employed in addition to the wages prescribed.

5.8.31 *Pneumatic hammers allowance* - Employees cleaning and dressing castings with pneumatic hammers (other than full-time) shall be paid 4.75c per hour in addition to their ordinary rates.

5.8.32 *Projectionist allowance* - Employees engaged in the projecting of pictures or advertisements who are not covered by the Theatrical Employees' Award - State 2012:

- (a) where electrical apparatus or arcs are used, \$106.43 per night.
- (b) where incandescent lamps are used, \$104.84 per night.

5.8.33 *Repair of unclean vehicles allowance* - Employees employed on the repair of the bodies of vehicles used as sanitary or rubbish vehicles, meat trucks, or for the transport of live-stock or vehicles used to transport tar and bitumen where such vehicles have not been thoroughly cleaned down immediately before work on such repairs is commenced, and employees employed on the repairs of floors and undergear of trams and buses shall be paid an allowance of 53.6c per hour in addition to the weekly rate.

5.8.34 *Repair work allowance*

(a) Boilermakers and their assistants engaged in repairs and alterations to old work only, notwithstanding that new material may have to be used for the purpose, shall be paid 72.15c an hour for actual time so worked, in addition to the rates set forth, but nothing extra shall be claimed for dirty work.

(b) All employees engaged on repairs or alterations inside tanks on seagoing vessels used as oil tankers shall be paid 104.4c per hour in addition to their ordinary rates. Employees while receiving this allowance shall not be entitled to claim anything extra under clause 5.8.34 (a) or for working in confined spaces (clause 5.8.7) or for dirty work (clause 5.8.9).

5.8.35 *Rubbing allowance* - A painter's labourer may be employed using a compound and/or polish for rubbing bodies or any portion of a car after it has been sprayed with pyroxylin enamel, but shall be paid 32c per hour in addition to the ordinary rate while so engaged.

5.8.36 *Sand blast allowance* - Any employee working the shot blast or sand blast shall be paid an allowance of 53.6c per hour for the actual time engaged in such work in addition to the rates prescribed.

5.8.37 *Sanitary pans allowance* - An employee engaged in repairing or manufacturing sanitary pans or parts of sanitary pans when second-hand material is wholly or partly used shall be paid at the rate of 10 per cent in addition to the ordinary rates.

5.8.38 *Second hand articles allowance* - Any employee engaged in the manufacture of any domestic article manufactures from any article already made up shall be paid at the rate of 20 per cent in addition to the ordinary rates.

5.8.39 *Service core allowance* - When a service core is scheduled separately and erected as an advance part of the main structure all employees engaged on the service core shall be paid the appropriate special rate set out in clause 5.8.39(c) applicable to the height which the core has progressed in lieu of the multi-storey allowance prescribed by clause 5.8.27.

(a) Where work on the service core does not proceed for a full day employees shall be paid at the appropriate rate for the actual hours worked.

(b) On each and every day when work on the service core proceeds for at least 8 hours employees engaged on the service core will be paid for a minimum of 8 hours at the appropriate rate irrespective of the hours an individual employee may work on the service core on any day as part of the day's work

(c) When the service core exceeds 15 metres in height 23.25 cents per hour with 39.3 cents per hour additional for work above each further 15 metres. The service core allowance and the multi-storey allowance (clause 5.8.27) shall not be cumulative.

5.8.40 *Sulphuric acid allowance* - Employees exposed to the effect of sulphuric acid shall be paid 20.05c per hour whilst so exposed in addition to the rates in this Award, no less than 4 hours shall be paid for, in each shift, during which employees are so exposed.

5.8.41 *Tool allowance* - A tool allowance shall be payable to all tradespersons who are required to supply and use their own tools at the rate of \$20.00 per week.

Tradespersons shall replace or pay for any tools supplied by their employer which are lost as a result of negligence on the part of the employee.

5.8.42 *Toxic substance allowance* - Whilst using such substances, the employee shall be paid 72.15c per hour above the ordinary rate for the actual time so employed.

For the purpose of clause 5.8.42 toxic substances shall be restricted to include epoxy based materials and materials, which include or require the addition of a catalyst hardener and reactive additives or two pack catalyst system.

5.8.43 *Underground work allowance* - Employees who are employed at or in connection with mines shall be paid for working underground 12 per cent, more than the wage rates specified in this Award (clause 5.1). Where such

payment is made, the provision as to dirt money (clause 5.8.9) shall not apply. When an employee works underground and on the surface on any one day the employee shall be paid not less than 4 hours at the higher rate.

Clause 5.8.43 shall not apply to employees of Queensland Urban Utilities.

5.8.44 *Wet, hot or noxious gas fumes allowance* - Work done in water or amongst ammonia or other noxious gas fumes or work done where employees 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 considered extraordinary and the employees employed thereon shall be paid 72.15c per hour for actual time worked in addition to their ordinary rates. Employees whilst in receipt of this extra rate shall not be entitled to the battery work allowance (clause 5.8.2).

5.8.45 *Wet rubbing allowance* - When a painter's labourer is mainly engaged in wet rubbing on any day, the employee shall be paid 56.15c per hour extra.

5.8.46 *Work in rain allowance* - Where practicable suitable waterproof clothing shall be supplied by the employer to the employees who are required to work in the rain.

Notwithstanding the foregoing where in the performance of work an employee gets their clothes wet, the employee 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 the employee ceases work, whichever is the earlier.

5.9 Superannuation

Subject to federal legislation, all employers subject to this Award must comply with superannuation arrangements prescribed in Queensland legislation, namely:-

- (a) *Superannuation (State Public Sector) Act 1990* (and associated Deed, Notice and Regulation);
- (b) *City of Brisbane Act 2010* and the *City of Brisbane (Operations) Regulation 2010*;
- (c) *Local Government Act 2009* and the *Local Government (Operations) Regulation 2010*.

Provided that Local Governments and their Entities employing persons defined as being 'non-contributory members of the LG Super Scheme' pursuant to s223 of the *Local Government Act 2009*, shall on behalf of such employees, contribute an amount to the LG Super Scheme that must be made to avoid being required to pay the superannuation guarantee charge under the *Superannuation Guarantee (Administration) Act 1992* in respect of such employees.

Where federal legislation provides for choice of fund rights to an employee subject to this Award, and that employee fails to elect which superannuation fund to which employer contributions are directed, the employer will direct contributions to such fund as prescribed by the abovementioned Queensland legislation.

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

6.1 Rest pauses

6.1.1 Where practicable every employee covered by this Award shall be entitled to a rest pause of ten minutes duration in the employers' time in the first and second half of the working day. Such rest pauses shall be taken at such times as will not interfere with the continuity of work where continuity is necessary.

6.1.2 Where there is agreement between the employer and the majority of employees concerned the rest pauses may be combined into one 20 minute rest pause to be taken in the first part of the ordinary working day, with such 20 minute rest pause and the meal break arranged in such a way that the ordinary working day is broken up into 3 approximately equal working periods. Consent to combine the rest pauses shall not be unreasonably withheld by either party.

6.2 Implementation of 38 hour week

6.2.1 The 38 hour week shall be implemented on one of the following bases, most suitable to the particular business, after consultation with, and giving reasonable consideration to the wishes of the employees concerned:

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

- 6.2.2 Subject to the provisions of the Hours of Work clause (clause 6.4) employees may agree that the ordinary hours of work are to exceed 8 on any day, thus enabling more than one work day to be taken off during a particular work cycle.
- 6.2.3 Notwithstanding any other provision in clause 6.2, where the arrangement of ordinary hours of work provides for a rostered day off, the employer and the majority of employees concerned, may agree to accrue up to a maximum of 5 rostered days off. Where such agreement has been reached, the accrued rostered days off shall be taken within twelve calendar months of the date on which the first rostered day off was accrued. Consent to accrue rostered days off shall not be unreasonably withheld by either party.
- 6.2.4 Different methods of implementation of the 38 hour week may apply to individual employees, groups or sections of employees in the business concerned.

6.3 38 Hour Week - Procedures for enterprise level discussions

- 6.3.1 The employer and all employees concerned in each establishment shall consult over the most appropriate means of implementing and working a 38 hour week.
- 6.3.2 The objective of such consultation shall be to reach agreement on the method of implementing and working the 38 hour week in accordance with clause 6.2.
- 6.3.3 The outcome of such consultation shall be recorded in writing.
- 6.3.4 In cases where agreement cannot be reached as a result of consultation between the parties, either party may request the assistance or advice of their relevant employee or employer organisation.
- 6.3.5 Notwithstanding the consultative procedures outlined above, and notwithstanding any lack of agreement by employees, the employer shall have the right to make the final determination as to the method by which the 38 hour week is implemented or worked from time to time.
- 6.3.6 After implementation of the 38 hour week, upon giving 7 days notice or such shorter period as may be mutually agreed upon, the method of working the 38 hour week may be altered, from time to time, following negotiations between the employer and employees concerned, utilising clauses 6.3.1 to 6.3.5.

6.4 Hours of work

- 6.4.1 *Day workers* - Subject to clause 6.2 (Implementation of 38 Hour Week), and subject to the exceptions provided, the ordinary hours of work shall be an average of 38 per week, to be worked on one of the following bases:

38 hours within a work cycle not exceeding 7 consecutive days; or

76 hours within a work cycle not exceeding 14 consecutive days; or

114 hours within a work cycle not exceeding twenty-one consecutive days; or

152 hours within a work cycle not exceeding 28 consecutive days.

- 6.4.2 The ordinary hours of work prescribed for day workers may be worked on any 5 consecutive days in the week, Monday to Sunday inclusive, subject to the following:

Ordinary hours worked on a Saturday or Sunday shall be paid at the applicable overtime rates specified in clause 6.6 (overtime).

Any arrangement of hours which includes a Saturday or Sunday as ordinary hours shall be subject to agreement between the employer and the employee or the majority of the employees involved.

- 6.4.3 The ordinary hours of work prescribed shall be worked continuously, except for meal breaks and rest pauses, between 6:00am and 6:00pm. The spread of hours prescribed may be altered by up to one hour at either end of the spread provided there is agreement between the employer and the majority of the employees in the plant or work section or sections involved. Work done outside of the spread referred to above shall be paid at overtime rates but may be deemed to be part of the ordinary hours of work for the purposes of clause 6.4.3.

In regard to the repair, adjustment and assembly of any part or parts of or in connection with typewriting, adding, calculating, accounting, bookkeeping or cash register machines or any machines of a like nature including computerised systems where ordinary working hours are performed beyond 6.00 p.m. in conjunction with retail trading activity on a recognised late night of trading or where ordinary working hours are performed on a Saturday in conjunction with retail trading activity a premium of 25% of ordinary time rates shall be paid.

6.4.4 The ordinary hours of work prescribed shall not exceed 10 hours on any day. Where the ordinary working hours are to exceed 8 on any day, the arrangement of hours shall be subject to the agreement of the employer and the majority of employees in the plant or work section or sections concerned.

By arrangement between an employer, a Union or Unions concerned and the majority of employees in the plant or work section or sections concerned, ordinary hours not exceeding twelve on any day may be worked subject to:

- (a) the employer and the employee concerned being guided by the occupational health and safety provisions of The ACTU Code of Conduct on 12 hour shifts;
- (b) proper health monitoring procedures being introduced;
- (c) suitable roster arrangements being made; and
- (d) proper supervision being provided.

6.4.5 Employees are required to observe the nominated starting and finishing times for the work day, including designated breaks to maximise available working time. Preparation for work and cleaning up of the employee's person (except in cases of very dirty work having been performed in electroplating and or polishing) shall be in the employee's time.

6.4.6 Subject to the provisions for employees working in airlocks, the ordinary daily working hours for employees working in sewers (exclusive of airlocks) shall not exceed 7 1/2 hours per day Monday, Tuesday, Wednesday, Thursday and Friday between the hours of 8.00 a.m. and 4.00 p.m. with ¾ of an hour for a paid meal on the surface.

- (a) Employees working in airlocks where the pressure is from 7 to 123 kilopascals (1 to 17 psi) inclusive, shall not work longer than 8 hours in any one day, and shall be entitled to a crib time of half an hour in the open air; such crib time to be included as part of the 8 hours;
- (b) Where the pressure is from 124 to 171 kilopascals (18 to 24 psi) inclusive, an employee shall not work longer than 6 hours in any one day, and shall be entitled to a crib time of half an hour in the open air; such crib time to be included as part of the 6 hours;
- (c) Where the pressure is from 172 to 206 kilopascals (25 to 30 psi) inclusive, an employee shall not work longer than 4 hours in any one day;
- (d) Clause 6.4.6 shall only apply to employees of Queensland Urban Utilities and those engaged in sewerage construction and airlocks.

6.5 Shift work

6.5.1 Afternoon and night shift work

- (a) "Afternoon shift" means any shift finishing after 6.00 p.m. and at or before midnight or where the majority of hours fall between those hours;
- (b) "Night shift" means any shift finishing subsequent to midnight and at or before 8.00 a.m. or where the majority of hours fall between those hours.

6.5.2 "Continuous shift work" shall mean work that is continuous for 24 hours per day for an unbroken period of at least 28 days, except in the case of floods or breakdown or shutting down for holidays.

6.5.3 "Shift work" shall mean ordinary hours work done by separate relays of employees working recognised hours, receding, during or following the ordinary working hours of day workers.

6.5.4 The ordinary working hours of continuous shift workers and shift workers whose work is connected with or incidental to any continuous process shall not exceed an average of 38 per week, in a work cycle.

Not more than 8 hours shall be worked on any one shift at ordinary rates provided that up to 10 ordinary hours may be worked on any day by mutual agreement between the employer and the majority of employees concerned. Except where there is agreement subject to clause 6.5.10 for working of shifts up to 12 hours, the method of working shifts by shift workers shall be as mutually agreed upon between the employer and the employee's representative and/or a majority of the employees involved.

- 6.5.5 For any afternoon or night shift which has been in operation for not less than 5 (or 4 where shifts or days of ordinary time work exceed 8 hours) afternoons or nights, fifteen per cent more than ordinary rates shall be paid. This extra rate shall not apply to shift work performed on Saturdays and/or Sundays where week-end penalty rates apply.
- 6.5.6 No afternoon or night shift shall be recognised as such unless the shift work operation is scheduled for not less than 4 successive working afternoons and/or nights, in circumstances where shifts in excess of 8 hours per day are worked. Where shifts of 8 hours or less per day are worked, the operation must be scheduled for not less than 5 days to be deemed shift work.
- 6.5.7 Where more than one shift of workers is employed they shall be changed if possible in weekly alteration or rotation.
- 6.5.8 Where an employer refuses to allow a changeover rotation of shifts, afternoon and night shift shall be paid for at 24 cents an hour in addition to the foregoing rates.
- 6.5.9 The number of ordinary working hours for afternoon or night shift workers in any work cycle shall on average be the same as provided for in this Award for day workers.
- 6.5.10 Subject to the provisions of clause 6.5.1 above, a shift shall consist of not more than 10 hours inclusive of crib time, by agreement between an employer, a Union or Unions concerned and the majority of employees in the plant or work section or section concerned, ordinary hours not exceeding twelve on any day may be worked subject to:
- the employer and the employee concerned being guided by the occupational health and safety provisions of The ACTU Code of Conduct on 12 Hour Shifts;
 - proper health monitoring procedures being introduced;
 - suitable roster arrangements being made; and
 - proper supervision being provided.
- 6.5.11 In all cases where shiftwork is performed, one and a-half times ordinary rates shall be paid from midnight Friday to midnight Sunday.
- 6.5.12 All time worked in excess of the ordinary hours for shiftworkers shall be paid for at double the ordinary time rate.
- 6.5.13 Where provision is made under this Award for a start earlier than midnight on Sunday night, for reasons of transport, such provision shall be continued, and the work between the time of starting the ordinary night shift and midnight shall not be deemed to be work done on Sunday.
- 6.5.14 All other provisions contained in this Award which conflict with the foregoing shall be deemed to be of no effect.
- 6.5.15 Where the ordinary night shift commences prior to midnight on Sunday, the time between the commencement of the ordinary night shift and midnight shall not be deemed to be work done on Sunday, and the ordinary night shift rate shall apply.
- 6.5.16 If a holiday mentioned in clause 7.2 falls on a day on which a shift worker is rostered off, an extra day shall be added to annual leave.

6.6 Overtime

- 6.6.1 All time worked in excess of that provided for in clause 6.4 (Hours of Work) or before the ordinary starting time or after the ordinary ceasing time shall be deemed overtime 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.
- 6.6.2 An employer may require any employee to work reasonable overtime at overtime rates and the employee shall work such reasonable overtime as required.
- 6.6.3 Any employee called upon to work 2 consecutive shifts shall be paid at overtime rates for the second of such shifts.

- 6.6.4 All overtime, except as provided, shall be paid for at one and a-half times the ordinary rate for the first 3 hours, after which double time shall be paid until the ordinary starting time next morning. Overtime rates shall be paid where employees work overtime between 6.00 a.m. and the usual starting time.
- 6.6.5 If employees are called upon to work overtime commencing on Saturday they shall be paid at one and a-half times the ordinary rate for the first 3 hours and double time with a minimum period of 3 hours' work or payment in lieu.
- 6.6.6 All overtime worked by any employee on Sunday shall be paid for at the rate of double time, with a minimum payment of 3 hours at such overtime rate.
- 6.6.7 Such minimum payment shall not apply where the overtime immediately precedes or follows ordinary working hours.
- 6.6.8 Where employees are required to report for work between midnight and 6.00 a.m. they shall be paid at the rate of double time for all overtime so worked up to the ordinary starting time Monday to Friday and up to 7.00 a.m. on Saturday.
- 6.6.9 An employee who works so much overtime between the termination of the ordinary work on one day and the commencement of the ordinary work on the next day that the employee has not had at least ten consecutive hours off duty between those times shall, subject to clause 6.6.9 be released after completion of such overtime until the employee has had ten consecutive hours off duty without loss of pay for ordinary working time occurring during such absence. If on the instruction of the employer such an employee resumes or continues work without having had such ten consecutive hours off duty, then the employee shall be paid double rates until released from duty for such period and shall then be entitled to be absent until the employee has had ten consecutive hours off duty without loss of pay for ordinary working time occurring during such absence.
- Clause 6.6.9 shall apply in the case of shift workers who rotate from one shift to another as if 8 hours were substituted for ten 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.
- 6.6.10 The assignment of overtime by an employer shall be based on specific work requirements and practices of, "one in, all in" overtime shall not apply.
- 6.6.11 When any portion of an hour is worked, the employee shall receive payment in respect of any broken part of an hour for not less than one-quarter hour at the current overtime rate.
- 6.6.12 When an employee living more than 1.67 kilometres from the place of work, after having worked overtime or a shift which has not been regularly rostered finishes work at a time when the customary means of transport is not available and is unable to arrange reasonable alternative means of transport, the employer shall provide the employee with suitable means of transport home; or be paid "such expenses" as are incurred in travelling to their homes.
- 6.6.13 For overtime worked in any calling in or in connection with which more than one shift per day is worked shift workers shall be paid at the rate of double time.

6.7 Meal breaks or crib breaks and rest breaks

6.7.1 Ordinary time

Employees shall be entitled to a meal break of a minimum of 30 minutes and a maximum of 60 minutes to be taken not later than 6 hours from the commencement of duty.

This shall not apply to employees working in airlocks and covered by clauses 6.4.6(a)(b) and (c); or employees required by reason of their certificate of competency to remain in charge of an engine or boiler.

Shift workers shall be allowed 30 minutes for crib during each shift of at least 8 hours, to be taken by the employee at such time and in such manner as will not interfere with continuity of work where continuity is necessary. No deduction shall be made from the wages of an employee for crib.

All work done during the recognised meal period shall be paid for at the rate of double time, such payment to continue until a meal break period has commenced. Except in cases of emergency no employee shall be required to work more than 6 hours without a break for a meal. Such meal period to be of the prescribed duration. This provision shall not

apply to employees who are required by legislation to maintain constant vigil over plant or equipment when no relief is available.

6.7.2 Overtime

- (a) Where overtime is to be worked immediately after the completion of ordinary work on a day or shift and the period of overtime is to be more than one and a-half hours, an employee is entitled to commence a rest break of 30 minutes to be paid at the ordinary time rate, within one and a-half hours of ceasing such ordinary time work.
- (b) An employee working overtime must be allowed a rest/meal or crib break of 30 minutes without deduction of pay after each further 4 hours of overtime worked (after the first one and a-half hours of such overtime worked as referred to in (a) above) if the employee is to continue work after such break.
- (c) An employee who is required to return or come in to the workplace to perform overtime on any of the employee's ordinary working days (other than on a public holiday) but which work does not continue after the ordinary ceasing time, shall be entitled to a 30 minute rest/meal/crib break after the completion of each 4 hours of overtime worked, and no deduction of pay shall be made.
- (d) An employee who is required to report to work to perform overtime of more than 2 hours, but less than 4 hours prior to the ordinary starting time shall be allowed 30 minutes meal/crib break at the ordinary starting time for which the employee shall be paid at ordinary rates.

6.7.3 Where a day worker is required to work overtime on any Saturday, Sunday or public holiday, and where such overtime is outside the scope of that covered by clause 6.7.2 (a), (b) and (c), such employee shall be entitled to:

- (a) Where in excess of 6 hours overtime is to be worked, an unpaid meal break of no less than 30 minutes and not more than one hour not later than 6 hours after the commencement of duty.
- (b) Where in excess of 9 1/2 hours overtime is to be worked (including overtime referred to in clause 6.7.3(a)) a further 30 minute meal rest/meal or crib break with no deduction of pay; and
- (c) A further 30 minute rest/meal or crib break for each further 4 hours worked where such overtime is to continue beyond the respective 4 hour period, with no deduction of pay in respect to such break.
- (d) An employer and employee may agree to any variation of clause 6.7.3 to meet the circumstances of the work in hand. The employer is not required to make any payment in excess of or less than what would otherwise be required under clause 6.7.3.

6.8 Meal allowance

- 6.8.1 An employee other than an employee living in camp who is required to continue work after the usual ceasing time for more than one and a-half hours shall be supplied with a reasonable meal at the employer's expense, or be paid a meal allowance of \$12.10 in lieu.
- 6.8.2 If the employee continues to work overtime the employee shall after the completion of each further 4 hours' overtime worked be supplied with an additional meal at the employer's expense, or be paid \$12.10 in lieu of such additional meal.
- 6.8.3 When employees have provided themselves with customary meals because of receipt of notice of intention to work overtime the employee 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.

6.9 Call back

An employee recalled to work overtime except in the case of an emergency where clause 6.10 would apply, after leaving the 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 of 4 hours' work at the appropriate rate for each time so recalled. Except in the case of unforeseen circumstances arising, the employee shall not be required to work the full 4 hours if the job recalled to perform is completed within a shorter period. Clause 6.9 shall not apply in cases where it is customary for an employee to return to the employer's premises to perform a specific job outside the employee's ordinary working hours, or where the overtime is continuous (subject to a reasonable meal break) with the completion or commencement of ordinary working time. Overtime worked in the circumstances specified in clause 6.9 shall not be regarded as overtime for the purpose of clause 6.6.9 when the actual time worked is less than 3 hours on such recall or on each of such recalls.

6.10 Emergency work

Employees required to report for emergency work shall be entitled to payment for such work from the time of leaving home to commence that work and until they return home from that work, but they must return home within a reasonable time, and payment shall be calculated accordingly, but such payment shall not be less than 2 hours at overtime rates.

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;

7.1.2 Such annual leave shall be exclusive of any public holiday which may occur during the period of that annual leave and (subject to clause 7.1.8) shall be paid for by the employer in advance:

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

(b) in every other case, at the ordinary rate payable to the employee concerned immediately prior to that leave under this Award.

7.1.3 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 7.1.8, 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.

7.1.4 If the employment of any employee is terminated before the expiration of a full year of employment, such employee shall be paid, in addition to all other amounts due, an amount equal to 1/9th of ordinary pay for the period of employment if an employee to whom clause 7.1.1(a) applies, and 1/12th of ordinary pay for the period of employment if an employee to whom clause 7.1.1(b) applies, calculated in accordance with clause 7.1.8.

7.1.5 Reasonable notice, with a minimum period of 14 days, of the commencement of annual leave shall be given to the employee.

7.1.6 Except as provided it shall not be lawful for the employer to give or for any employee to receive payment in lieu of annual leave.

7.1.7 *Annual close down* - Where an employer closes down the plant or a section or sections, for the purposes of allowing annual leave to all or the bulk of the employees in the plant, or section or sections concerned, the following provisions shall apply:

(a) the employer may stand off for the duration of the close down all employees in the plant or section or sections concerned, and allow to those who are not then qualified for 4 full weeks' paid leave on a proportionate basis;

(b) an employee who has then qualified for 4 full weeks' leave, and has also completed further service shall be allowed leave, and shall be paid an amount equal to 1/12th of the ordinary pay for the period of service in excess of 12 months;

(c) all time during which an employee is stood off without pay for the purpose of clause 7.1 shall be deemed to be time of service in the next 12 monthly qualifying period. This shall not apply where the period of employment including the period stood down does not exceed 5 weeks;

(d) The foregoing conditions shall also apply in the event of annual leave being staggered so that employees entitled to annual leave may be broken into 2 groups which overlap into a close down in accordance with clause 7.1.7 of not more than 2 working weeks (plus public holidays occurring therein), and employees with a lesser period of service may be stood down as in clause 7.1.7 (a).

7.1.8 *Calculation of annual leave pay* - In respect to annual leave entitlement to which clause 7.1.8 applies, annual leave pay (including any proportionate payments) shall be calculated as follows:

- (a) *Shift workers* - Subject to clause 7.1.8(c), the rate of wage to be paid to a shift worker shall be the rate payable for work in ordinary time according to the employees roster or projected roster, including Saturday, Sunday or holiday shifts;
- (b) *Leading hands, etc.* - Subject to clause 7.1.8(c), leading hand allowances and amounts of a like nature otherwise payable for ordinary time worked shall be included in the wages to be paid to employees during annual leave;
- (c) *All employees* - Subject to clause 7.1.8(d), in no case shall the payment by an employer to an employee be less than the sum of the following amounts:
 - (i) the employee's ordinary wage rate as prescribed by this Award for the period of the annual leave (excluding shift premiums and week-end penalty rates);
 - (ii) leading hand allowance or amounts of a like nature;
 - (iii) a further amount calculated at the rate of 171/2 percent of the amounts referred to in clauses clause 7.1.8(c)(i) and (ii);
- (d) Clause 7.1.8(c) shall not apply to the following:
 - (i) Any period or periods of annual leave exceeding 5 weeks in the case of employees concerned in a calling where 3 shifts per day are worked over a period of 7 days per week; or 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 to employees.

7.1.9 Excepting as to continuous shift workers, an employee engaged as an emergency worker, who makes a specific agreement in writing with the employer to remain in readiness to do overtime work at all hours, shall be allowed one week's additional paid leave exclusive of public holidays.

7.2 Sick leave

7.2.1 Entitlement

- (a) In respect of employment on or after 11 September 2000, every employee, except casuals and school-based apprentices and trainees, is entitled to 60.8 hours' sick leave for each completed year of their employment with their employer:

Provided that part-time employees accrue sick leave on a proportional basis.

- (b) This entitlement will accrue at the rate of 7.6 hours' sick leave for each 6 weeks of employment.
- (c) Payment for sick leave will be made based on the number of hours which would have been worked by the employee if the employee were not absent on sick leave.
- (d) Sick leave may be taken for part of a day.
- (e) Sick leave shall be cumulative, but unless the employer and employee otherwise agree, no employee shall be entitled to receive, and no employer shall be bound to make, payment for more than 13 weeks' absence from work through illness in any one year.

7.2.2 Employee must give notice

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 form more than 2 days the employee is required to give the employer a doctor's certificate, or other reasonably acceptable evidence, 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 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 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.
- (b) A term "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 The term "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) 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 dies and the period of bereavement leave entitlement provided above is insufficient.

7.4 Family leave

7.4.1 The provisions of the Family Leave Award 2012 apply to and are deemed to form part of this Award.

State Government employees shall receive conditions as contained in the Family Leave (Queensland Public Sector) Award - State 2012.

7.4.2 It is to be noted that:

- (a) part-time work can be performed by agreement in the circumstances specified in the Family Leave Award 2012;
- (b) a copy of the Family Leave Award 2012 is required to be displayed in accordance with section 697 of the Act.

7.4.3 The Family Leave Award 2012 also provides for the terms and conditions of leave associated with:

- (a) Maternity leave;
- (b) Spousal leave;
- (c) Adoption leave
- (d) Surrogacy leave;

- (e) Part-time work;
- (f) Carer's leave;
- (g) Bereavement leave; and
- (h) Cultural leave.

7.5 Long service leave

All employees covered by this Award are entitled to long service leave on full pay under, subject to, and in accordance with, the provisions of Chapter 2, Part 3, sections 42-58 of the Act as amended from time to time.

Portability of long service leave entitlements for Local Government employees is provided pursuant to Division 4; Part 3; Chapter 5 - *Administration, of the Local Government (Operations) Regulation 2010* and Division 4; Part 3; Chapter 5 - *Administration, of the City of Brisbane (Operations) Regulation 2010*.

7.6 Public holidays

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

- the 1st January;
- the 26th January;
- Good Friday;
- Easter Saturday (the day after Good Friday);
- Easter Monday;
- the 25th April (Anzac Day);
- The Birthday of the Sovereign;
- Christmas Day;
- 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 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 done by employees in a district specified from time to time by the Minister by notification published in the *Industrial Gazette* on the day appointed under the *Holidays Act 1983*, to be kept as a holiday in relation to the annual agricultural, horticultural or industrial show held at the principal city or town as specified in such notification of such district shall be paid for at the rate of double time and a-half with a minimum of 4 hours.

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

7.6.4 Payment when public holiday not worked

Employees shall be entitled to payment for the public holidays mentioned in clauses 7.6.1, 7.6.2 and 7.6.3 where such holidays form part of their ordinary weekly hours of work irrespective of the fact that no work is required to be performed on any such day.

7.6.5 Double time and a-half

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

7.6.6 Payment for work performed outside ordinary hours

All time worked on any of the public holidays mentioned in clauses 7.6.1, 7.6.2 and 7.6.3 outside the ordinary starting and ceasing times for the day of the week on which such holiday falls shall be paid for at double the rate prescribed by this Award for such time when worked outside the ordinary starting and ceasing times on an ordinary working day.

7.6.7 *Employer's notice in respect of public holiday*

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

7.6.8 *Substitution*

Where there is agreement between the majority of employees concerned and the employer, and subject to statutory limitations, other ordinary working days may be substituted for the public holidays mentioned in clauses 7.6.1, 7.6.2 and 7.6.3, where an employee is subsequently required to work on such substituted day, the employee shall be paid the rate applicable for the holiday that has been substituted.

7.6.9 *Stand down*

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

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

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

- (a) A full-time employee is entitled to either payment for each public holiday or a substituted day's leave;
- (b) A part-time employee is entitled to either payment for each public 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 7.6.10 confers a right to any employee to payment for a public holiday as well as a substituted day in lieu.

7.7 Jury service

- (a) 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.
- (b) 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.
- (c) 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.
- (d) 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.
- (e) "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 Excess travelling, fares and board, vehicle allowance and change of location.

8.1.1 *Distant work*

General - An employee required to work in a locality other than their usual locality and required to remain away from their usual place of abode shall be paid travelling time whilst necessarily travelling between such localities.

- (a) Where employees are required to remain away from their usual place of abode overnight the employer shall supply suitable board and sleeping accommodation or pay to employees an allowance of \$40 per day. Where the employer does not supply suitable board and sleeping accommodation the employer shall pay such reasonable expenses as can be substantiated by the employee which exceed the daily allowance taking into account the locality involved. Whenever practicable, the matters of suitable accommodation and reasonable expenses are to be agreed before the travel occurs.
- (b) Where an employee returns home for a weekend and/or part of a weekend during rostered time off and does not absent themselves from the job for any of the scheduled working hours, no reduction of the allowance in clause 8.1.1 shall be made.
- (c) *Employees in camps* - Where in the performance of their work employees are obliged to live in camp, they shall be paid at the rate of \$96.60 per week of 7 days in addition to the rates prescribed, and tents with suitable flys and suitable wooden flooring or other weatherproof accommodation, stretchers, camp and cooking utensils shall be supplied free of charge by the employer, and the erection of all such camps shall be done in the employer's time, but the employee shall be liable for damage done to such accommodation, tents, wooden flooring, stretchers, camp and cooking utensils wilfully or by reason of negligence.

8.1.2 *Payment for travelling time*

- (a) The rate of pay for required travelling time shall be ordinary rates, except on Sundays and holidays when it shall be time and a-half.
- (b) The maximum amount of travelling time to be paid during a 24 hour period shall be 12 hours at the appropriate rate.
- (c) Employees shall not be required to drive a vehicle in excess of 4 (4) hours in their own time on any working day.
- (d) Where employees are temporarily required to work at locations other than their usual or permanent work place, involving excess travelling time and travel in their own time, they shall be paid at ordinary rates for all excess travelling time in excess of 20 minutes per day and any reasonable excess public transport costs associated with getting to and from the temporary location.

8.1.3 *Use of own transport on employer's business*

Where an employee is working at a job away from the employer's workshop or recognised place of business and is required to use their own transport travelling to or from such job in the employer's time, the employee shall be paid by the employer 45c per kilometre.

8.1.4 *Change of employment location*

Employees engaged in one locality and transferred to work temporarily in another, or employees transferred to another work location other than at their own request, from their usual locality to another for employment which can reasonably be regarded as permanent, involving a change of residence shall be paid travelling time whilst necessarily travelling between such localities and reasonable accommodation expenses (where no transitional accommodation is provided by the employer) for a period not exceeding 3months.

Such expenses (where transitional accommodation is not provided) shall cease when the employee has found and occupied such alternative residence even though the period may be less than 3 months.

PART 9 - TRAINING AND RELATED MATTERS

9.1 Workplace training committees

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

- developing a more highly skilled and flexible workforce;
- providing employees with career opportunities through appropriate training to acquire additional skills; and

- removing barriers to the utilisation of skills acquired.

9.1.2 Following proper consultation or through the establishment of a training committee, an employer shall develop a training programme consistent with:

- the current and future skill needs of the enterprise;
- the size, structure and nature of the operations of the enterprise;
- the need to develop vocational skills relevant to the enterprise and the metal and engineering industry through courses conducted by accredited educational institutions and providers.

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

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

9.1.4 *Additional training*

- Where, as a result of consultation or through a training committee and with the employee concerned, it is agreed that the additional training in accordance with the programme developed pursuant to clause 9.1.2 should be undertaken by an employee, that training may be undertaken either on or off the job. If the training is undertaken during ordinary working hours the employee concerned shall not suffer any loss of pay. The employer shall not unreasonably withhold such paid training leave.
- Any costs associated with standard fees for prescribed courses and prescribed textbooks (including those textbooks which are available in the employer's technical library) incurred in connection with the undertaking of training shall be reimbursed by the employer upon production of evidence of such expenditure. Reimbursement shall also be on an annual basis subject to the presentation of reports of satisfactory progress.
- Travel costs incurred by an employee undertaking in accordance with clause 9.1.4 which exceed those normally incurred travelling to and from work shall be reimbursed by the employer.

9.1.5 Any disputes arising in relation to clauses 9.1.2 and 9.1.3 shall be subject to the provisions of clause 3.1 Grievance and dispute settlement procedure in this Award.

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

10.1 Workplace health and safety

Health and safety at the workplace shall be consistent with the *Work Health and Safety Act 2011*, Codes of Practice approved under the *Work Health and Safety Act 2011* and the *Work Health and Safety Regulation 2011*.

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

10.1.2 An employee engaged in cutting out work with handsnips shall be relieved of such cutting for the rest of the day after a given period for given gauges as follows:

	Hours
20 to 22 gauge	2
24 gauge	3
26 gauge	4.5
28 gauge	6

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

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

10.1.4 Employees employed in welded steel pipe making on testing machines shall be supplied with rubber boots and oilskin trousers, 2 outfits per year.

10.1.5 Employees employed in welded steel pipe making coating pipes with coal tar enamel shall be supplied with canvass gloves and oilskin trousers, 2 outfits per year.

10.1.6 Employees employed in welded steel pipe making on acid descaling shall be supplied with protective aprons, gloves and boots, 2 outfits per year.

10.1.7 Employees working in wet places shall be supplied by the employer with waterproof clothing and knee boots in good order and condition, and a suitable and safe place for drying wet clothing.

A place shall be deemed to be "wet" when water other than rain is continually dropping from overhead so that the clothing of workers employed there will become saturated with water, or where there is water underfoot to a depth exceeding 5 centimetres, so that the feet of the workers employed there will become wet. No place shall be considered wet where workers are not actually working or where the wetness is caused by a jet or spraying of water.

10.1.8 Employers shall provide faceshades and suitable protective aprons, rubber gloves and rubber boots or clogs, to employees engaged at or about galvanising pots or in the manual handling of materials over hot galvanising or tinning pots or pickling or plating baths.

10.1.9 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.

10.1.10 Employees emerying copper shall work no longer than one hour at any one time. There shall also be a break of 30 minutes after each such job.

10.2 Amenities

10.2.1 Each employer shall provide their employees with suitable accommodation for the preservation of the employees' tools and clothes.

10.2.2 The employer shall provide boiling water ready for meal times and rest pauses.

10.2.3 Where practicable suitable shelter shall be provided for all employees covered by this Award.

10.3 Proportion of trainees (Electrical linespersons)

The proportion of trainee electrical linespersons to certificated electrical linespersons shall not exceed one trainee electrical linesperson to every 4 certificated electrical linespersons in the employ of the employer.

10.4 Generating plant

An Electrician in Charge of Installation, Class I or II, shall not at any time be in charge of more than one self-contained electrical generating plant.

A "self contained electrical generating plant" shall mean one electrical plant which contains one or more sets of prime movers or generators. An electrical motor is not to be regarded as a prime mover.

10.5 Tools (other than tool allowance)

10.5.1 All employees shall be allowed such reasonable time as the employer deems necessary during working hours in each week to put their tools, benches and/or machines in order.

10.5.2 The following tools shall be provided by the employer:

(a) all precision tools over 300 millimetres in length; micrometers, verniers and dial indicators;

(b) where it is customary in the industry, the following tools shall be provided by the employer;

- (c) all portable power tools, special tools, hammers, chisels, spanners, hacksaws, blades, scrapers, files, taps, dies, wrenches, pipe dies, clamps, jacks, tackle, heating appliances, handsaws, stocks, pipe grips (over 250 millimetres), saw files, snips, hand drills, rivet sets, cramps and parallel shank drills etc.

10.5.3 Upon a patternmaker, bodymaker or wheelwright being discharged from or voluntarily leaving their job, one and one-half hours shall be allowed to put tools in order, such time to be paid for at the ordinary rate and within ordinary working hours, provided the employee has been employed a week or over. In the event of a patternmaker being employed for a period of less than one week, the employer shall pay 32c for cartage of tools when incurred.

10.5.4 Employees in maintenance work required to carry employers tools or spare parts continuously shall be provided with a suitable receptacle.

PART 11 - AWARD COMPLIANCE AND UNION RELATED MATTERS

Preamble

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

11.1 Right of entry

11.1.1 Authorised industrial officer

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

11.1.2 Entry procedure

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

11.1.3 Inspection of records

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

11.1.4 *Discussions with employees*

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

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

11.1.5 *Conduct*

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

11.2 *Time and wages record*

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

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

11.2.2 *The time and wages record must also contain:*

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

11.2.3 The employer must keep the record for 6 years.

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

11.3 Union encouragement

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

11.3.1 *Documentation to be provided by employer*

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

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

11.3.2 *Union delegates*

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

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

11.3.3 *Deduction of union fees*

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

11.4 Posting of Award

A true copy of this Award shall be exhibited in a conspicuous and convenient place on the premises of the employer so as to be easily read by employees.

11.5 Trade union training leave

11.5.1 A Union delegate or duly elected or appointed Union representative shall, upon written application by the Union to the employer, such application being endorsed by the Union and given to the employer at least 6 weeks in advance (or such lesser period as mutually agreed between the Union and employer/s), be granted up to 5 working days' leave (non-cumulative) on ordinary pay each calendar year to attend courses or seminars conducted by the Union or specific training courses approved and accredited by the Union. The scope, content and level of such courses or seminars shall be such as to contribute to a better understanding of industrial relations within the employer's operations.

11.5.2 Other courses mutually agreed between the Union and an employer, or employers, may be included under clause 11.5.1.

11.5.3 Any written application by the Union seeking release of a delegate or representative to attend a course shall include details of the type and content of the course to be attended as well as the dates upon which the course is proposed to be conducted. The written application by the Union will direct the employer to clause 11.5 and to the requirement to respond to such request within 14 days in accordance with clause 11.5.5(d).

11.5.4 For the purposes of clause 11.5 "ordinary pay" means the ordinary weekly rate paid to the employee exclusive of any allowances or penalty rates for travelling time, fares, shift work or overtime.

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

- (a) the employee must have at least 6 months' continuous service with the employer prior to such leave being granted and be an elected Union delegate/representative;
- (b) unless otherwise agreed the maximum number of ordinary hours of trade union training leave which an employer shall be required to grant each year will be as follows:

No. of employees engaged pursuant to this Award	No. of ordinary hours trade union training leave per calendar year	Maximum absence at one time
Up to 15	38 hours	1
16 up to 30	76 hours	2
31 up to 50	114 hours	3
51 or more	152 hours	4

- (c) the granting of such leave shall be subject to the convenience of the employer so that the operations of the enterprise will not be adversely affected;

- (d) the employer shall advise the Union within 14 days whether the application for trade union training leave has been agreed or otherwise. If the request is not agreed to, the employer shall state the reasons for such rejection.
- (e) if the Union does not accept the reasons for rejection provided by the employer, any dispute will be resolved in accordance with the grievance and dispute settling procedure at clause 3.1.
- (f) in granting such paid leave, the employer is not responsible for any additional costs except the payment of extra remuneration where relieving arrangements are instituted by the employer to cover the absence of the employee;
- (g) leave granted to attend such training courses will not incur any additional payment or alternate time off if such course coincides with an employee's rostered day off;
- (h) such paid leave will not affect other leave granted to employees under this Award; and
- (i) on completion of the course the employee shall, upon request, provide to the employer proof of their attendance at the course. Except in the case of sick leave or other authorised leave, non-attendance at a training course will result in the employee not being paid for such time.

11.5.6 Clause 11.5 shall not apply to an employer that employs employees, whether under this Award or not, working a total of fewer than 190 hours per week, excluding overtime.

SCHEDULE 1 - Indicative Tasks for Classification Levels

Schedule 1 is to be used as a guide only and in the event that the classification of an employee is called into question, the process outlined in clause 5.5 shall apply. Indicative tasks are tasks which an employee may perform at each classification.

CLASSIFICATION Wage Group C13

Indicative Task Which an employee may perform at each classification are

- (i) repetition work on automatic, semi-automatic or single purpose machines or equipment;
- (ii) assembles components using basic written, spoken and/or diagrammatic instructions in an assembly environment;
- (iii) basic soldering or butt and spot welding skills or cuts scrap with oxy-acetylene blow pipe;
- (iv) uses selected hand tools;
- (v) boiler cleaning;
- (vi) maintains simple records;
- (vii) uses hand trolleys and pallet trucks;
- (viii) assist in the provision of on-the-job training in conjunction with tradespersons and supervisor/trainees.

Wage Group C12

- (i) operates flexibly between assembly stations;
- (ii) operates machinery and equipment requiring the exercise of skill and knowledge beyond that of an employee at level C13;
- (iii) non-trade engineering skills;
- (iv) basic tracing and sketching skills;
- (v) receiving, despatching, distributing, sorting, checking, packing (other than repetitive packing in a standard container or containers in which such goods are ordinarily sold), documenting and recording of goods, materials and components;
- (vi) basic inventory control in the context of a production process;
- (vii) basic keyboard skills;
- (viii) advanced soldering techniques;
- (ix) operation of machinery requiring certification at 1D or 1E level;
- (x) operation of mobile equipment including industrial trucks and cranes;
- (xi) ability to measure accurately;
- (xii) assists one or more tradespersons;
- (xiii) welding which requires the exercise of knowledge and skills above C13;
- (xiv) erecting and/or installing television and other electronic impulse transmitting and/or receiving antennae;
- (xv) assists in the provision of on-the-job training in conjunction with tradespersons and supervisor/trainees.

Wage Group C11

- (i) uses precision measuring instruments;
- (ii) machine setting, loading and operation;
- (iii) rigging (certificated);

Inventory and store control including :

CLASSIFICATION

Indicative Task Which an employee may perform at each classification are

- (iv) licensed operation of all appropriate materials handling equipment;
- (v) use of tools and equipment within the scope (basic non-trades) maintenance;
- (vi) computer operation at a level higher than that of an employee at C12 level;
- (vii) intermediate keyboard skills;
- (viii) basic engineering, fault finding and repair skills;
- (ix) perform basic quality checks on the work of others;
- (x) licensed and certified for industrial truck, machinery and/or crane operating to a level higher than C12;
- (xi) has a knowledge of the employer's operation as it relates to the work process;
- (xii) lubrication of production machinery and similar equipment;
- (xiii) assists in the provision of on-the-job training in conjunction with tradespersons and supervisor/trainees;
- (xiv) in addition to the primary task of assisting tradespersons, is required, as a minor part of their duties, to drive a vehicle (over 1.27t) used in connection with the work of a work team;
- (xv) delivery, installation, adjustment and testing of electronic products, not requiring the skill of a tradesperson.

Wage Group C10

- (i) approves and passes first off samples and maintains quality of product;
- (ii) works from production drawings, prints or plans;
- (iii) operates, sets up and adjusts all production machinery in a plant including production process welding to the extent of training;
- (iv) can perform a range of engineering maintenance functions including;
- (v) removing equipment fastenings including use of destructive cutting equipment;
- (vi) lubrication of production equipment;
- (vii) running adjustments to production equipment;
- (viii) able to operate all lifting equipment;
- (ix) basic production scheduling and materials handling within the scope of the production process or directly related functions within raw materials/finished goods locations in conjunction with technicians;
- (x) understands and applies computer techniques as they relate to production process operations;
- (xi) operation of machinery requiring certification at 1A or 2A levels;
- (xii) high level stores and inventory responsibility beyond the requirements of an employee at C11;
- (xiii) assists in the provision of onthejob training in conjunction with tradespersons and trainers;
- (xiv) has a sound knowledge of the employer's operations as it relates to the production process.

Wage Group C8

- (i) exercises high precision trade skills using various materials and/or specialist techniques;
- (ii) performs operations on a CAD/CAM terminal in the performance of routine modifications to NC/CNC programs;
- (iii) installs, repairs, maintains, tests, modifies, commissions and/or fault finds on complex machinery and equipment which utilises hydraulic and/or pneumatic principles and in the course of such work, is required to read and understand hydraulic and pneumatic circuitry which controls fluid power systems;
- (iv) works on complex or intricate circuitry which involves examining, diagnosing and modifying systems comprising inter-connected circuits.

Wage Group C7

- (i) works on machines or equipment which utilise complex mechanical, hydraulic and/or pneumatic circuitry and controls or a combination thereof;
- (ii) works on machinery or equipment which utilises complex electrical/electronic circuitry and controls;
- (iii) works on instruments which make up a complex control system which utilises some combination of electrical electronic, mechanical or fluid power principles;
- (iv) applies advanced computer numerical control techniques in machining or cutting or welding or fabrication;
- (v) exercises intermediate CAD/CAM skills in the performance of routine modifications to programs;
- (vi) working on complex or intricate interconnected electrical circuits at a level above C8;
- (vii) working on complex radio/communication equipment.

Wage Group C6

- (i) working on combinations of machines or equipment which utilises complex electronic, mechanical and fluid power principles;
- (ii) working on instruments which make up a complex control system which utilise some combination of electrical, electronic, mechanical, fluid power principles and electronic circuitry containing complex analogue and/or digital control systems utilising integrated circuitry;

CLASSIFICATION

Indicative Task Which an employee may perform at each classification are

- (iii) applies computer integrated manufacturing techniques involving a higher level of computer operating and programming skills than for C7;
 - (iv) working on various forms of machinery and equipment which are electronically controlled by complex digital and/or analogue control systems using integrated circuitry.
- Wage Group C5**
- (i) through a systems approach able to exercise high level diagnostic skills on complex forms of machinery, equipment and instruments which utilises some combination of electrical, electronic, mechanical or fluid power principles;
 - (ii) set up, commission, maintain and operate sophisticated maintenance, production and test equipment and/or systems involving the application of computer operating skills at a higher level than a C6;
 - (iii) working on various forms of machinery and equipment electronically controlled by complex digital and/or analogue control systems using integrated circuitry;
 - (iv) working on complex electronics or instruments or communications equipment or control systems which utilise electronic principles and electronic circuitry containing complex analogue and/or digital control systems using integrated circuitry.

SCHEDULE 2 - List Of Employers with Second Tier Order which modify the provisions of this Award

This Schedule acknowledges the employers with Second Tier Orders, which were issued by the Commission pursuant to the State Wage Case Decision appearing in 139 QGIG 501.

To the extent that those Orders remain relevant, the terms of the Order apply in conjunction with this Award.

A consolidated Schedule of Second Tier Orders compiled as of 6 December 1991 has been lodged with the Registrar, and was filed as part of the proceedings in Case No. R1-3 of 1989 and R4-3 of 1989.

SCHEDULE 3 - Construction Sites - Weipa

1. *Additional payment* - In addition to all payments otherwise due, all employees employed on or in connection with construction work in the Weipa area shall be paid an amount of \$35.70 per week of 38 hours which shall be taken into consideration for the purposes of calculating annual leave, public holidays, sick pay and long service leave pay, provided that the full \$35.70 per week additional payment shall be taken into consideration in the computation of overtime payments.
2. *Construction workers, accommodation* - Notwithstanding the provisions contained in this Award in relation to accommodation employees engaged on construction work in the Weipa area, and who are required either by direction of their employer or by reason of the distance from their homes, to reside in accommodation provided by the employer shall be provided by the employer with board and accommodation free of charge and without deduction from the employees' wages, provided that the board and accommodation supplied by the employer in accordance with clause 2 shall be of a reasonably good and sufficient standard.
3. *Construction workers, travelling time - Weipa*

In lieu of the provisions elsewhere contained for fares the following provisions shall apply to employees engaged on construction work in the Weipa area:

- (a) Except in the case of employees who are normally resident in Weipa or whose first enquiry for employment is made in person at Weipa, employees shall have their air fares provided by the employer when travelling to Weipa, to start work.
- (b) Upon termination of employment for other than serious misconduct such employees shall be paid the equivalent of the return air fares from Weipa to the point of engagement, provided that, except in the case of employees who leave their employment for legitimate compassionate reasons, such employees continue to carry out their duties to the completion of the work for which they are engaged or for a period of at least 8 weeks.
- (c) Employees entitled to provision (a) above shall also be entitled to leave without pay as agreed between the employer and employee and free air fares from Weipa to Cairns and return after the first 8 weeks of employment and at the end of each succeeding period of 8 weeks employment, provided that such air fares are availed of and employment at Weipa continues.
- (d) The employee subject to a mutual arrangement with the employer can nominate to take such leave at any time during the 4 weeks following the date of entitlement without affecting the future entitlements which shall occur every 8 weeks from the date of the original entitlement.

SCHEDULE 4 - Ipswich City Council

1. For Ipswich City Council the terms of this Award where inconsistent with Schedule 4 are modified as follows:

(a) Weekly wage rates - Technical assistants - An employees minimum rate of pay is inclusive of the base rate of pay set out in clause 1(b) and the supplementary payment set out in clause 1(c) (of Schedule 4).

(b) *Weekly wage rates - Base rate of pay*

Wage Group	Base Rate Per Week
	\$
Grade 1/C6	731.60
	744.10
	758.20
	770.50

(c) *Supplementary payment - Minimum*

Wage Group	Payment Per Week	Rates Adjustment
	\$	\$
Grade 1/ C6	74.80	(16.70)
	62.70	(16.70)
	49.00	(16.70)
	37.10	(13.10)

The rates of pay in this Schedule include the first, second and third \$8 per week arbitrated safety net adjustments payable under the November 1994 State Wage Case decision and the October 1995 State Wage Case decision. Increases made under previous State Wage Case Principles or under the current Statement of Principles are not to be used to offset arbitrated safety net adjustments. The first, second and third \$8 per week arbitrated safety net adjustments may be offset to the extent of any wage increase, whether an award increase, an overaward payment or an increase by way of an enterprise arrangement received since 1 February 1992. Pre-February 1992 overaward arrangements are to be applied according to their terms.

The Supplementary Payment column includes the Minimum Rates Adjustment.

NB: The wage rates listed include a Supplementary Payment which is to be absorbed into overaward payments where such payments are being made.

The minimum rates adjustment reflected above is the current adjustment effective from 9 September 1991.

"Overaward Payment" is defined as the amount (whether it be termed "overaward payment", "attendance bonus", "service increment", or any term whatsoever) which an employee would receive in excess of the "Award Wage" which applied immediately prior to the date of operation of any broadbanning or minimum rates adjustment awarded by the Commission for the classification in which the employee is engaged:

Provided that such payment shall exclude overtime, shift allowances, penalty rates, allowances, fares and travelling time allowances and any other ancillary payment of a like nature prescribed by this section.

2. **Live sewer work**

Employees of Ipswich City Council required to work in a live sewer environment shall be paid at the rate of time and one-half for all work so performed.

SCHEDULE 5 - Mackay Regional Council

1. For Mackay Regional Council the terms of this Award where inconsistent with Schedule 5 are modified as follows:

(a) *Sick leave*

In the case of absence through illness an employee of the Mackay Regional Council must produce a doctor's certificate or other evidence satisfactory to entitle the employee to receive a full week's wages in any one year of employment.

Should an employee fail to take the full amount of sick leave to which entitled in any one year such sick leave as remains untaken shall be cumulative from year to year for a period not exceeding 28 years.

When on sick leave the employee shall produce a doctor's certificate each month during such sick leave period. It shall not be necessary for any employee to produce a doctor's certificate if the absence from work on account of illness does not exceed 2 days.

(b) *Sewer work*

Employees of the Mackay Regional Council required to work in sewers or ejection pits after same have become flooded shall be supplied by the employer with suitable clothing whilst so employed and in addition shall be paid at double rates for all work so performed and such payment shall continue until the employee is able to change into dry fresh clothing or until the employee ceases work, whichever is the earlier.

SCHEDULE 6 - Rockhampton Regional Council - Water Supply and Sewerage Department

1. Allowances

In addition to the wage rates, shift operators, electrical fitters and trades assistants employed at pumping stations shall be paid an allowance of \$5.50 per week which shall be treated as part of the total wage and shall be taken into consideration in the computation of overtime, week-end penalty rates, etc.

The wage for these employees shall be deemed to include any penalty rate prescribed by this Award for dirty work (clause 5.8.9), wet work (clause 5.8.3), etc.

2. Shift work

Shift workers employed at pumping stations when employed on afternoon and night shifts shall be paid 15 per cent extra.

SCHEDULE 7 - Queensland Health and Government Health Facilities

1. Salaries and Allowances

This Schedule applies to employees of the various District Health Services in Queensland whose rates of wages/salaries are prescribed in this Award.

Weekly wage rates - An employee's award rate of pay for each Wage Level is set out below and shall be paid for all purposes of this Award:

Classification	Per Week	Per Annum
	\$	\$
C6	873.13	45,402
C7	815.74	42,419
C8	787.02	40,923
C9	758.34	39,435
C10	729.63	37,940
C11	686.05	35,671
C12	657.64	34,196
C13	627.69	32,639

The above rates incorporate pay adjustments based upon the Queensland Public Health Sector Certified Agreement (No. 4) 2000. The rates of pay in this Award are intended to include the arbitrated wage adjustment payable under the 1 September 2011 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, 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.

2. Clothing

Employees to whom clause 1 applies shall be provided with three sets of working clothes free of cost on commencement of employment, and this clothing shall be replaced on presentation of worn-out articles to the employer.

SCHEDULE 8 - Television mechanics

1. Shift work definitions

- (a) "Day Shift" means any shift finishing at or before 6.00 p.m.
- (b) "Afternoon Shift" means any shift finishing after 6.00 p.m. and at or before midnight.
- (c) "Rostered Shift" means a shift of which the employee concerned has had at least 48 hours' notice.

2. Hours

- (a) The ordinary working hours of such shift workers shall not exceed 38 in any week to be worked in 5 shifts of not more than 8 hours on Monday to Friday inclusive or 5 shifts of not more than 8 hours and one shift (Saturday) of not more than 4 hours. Such shift work shall be worked in accordance with a roster to be agreed upon between the employer and the accredited representative of the Union/s.
- (b) Shift workers shall be allowed thirty minutes for crib without loss of pay. An employee shall not be required to work for more than 5 hours without a break for a meal.
- (c) *Rosters* - Shift rosters shall specify the commencing and finishing times of ordinary working hours of the respective shifts.
- (d) *Variation by agreement* - The method of working shifts may in any case be varied by agreement between the employer and the accredited representative of the Union/s to suit the circumstances of the establishment.

The time of commencing and finishing shifts once having been determined may be varied by agreement between the employer and the accredited representative of the Union/s to suit the circumstances of the establishment, or in the absence of agreement by 7 days' notice of alteration given by the employer to the employees.

- (e) *Afternoon shift allowance* - Shift workers when employed on afternoon shift shall be paid 15 per cent per shift in addition to the rates prescribed for day work. Shift workers who work on any afternoon shift which does not continue for at least 5 successive afternoons shall be paid at the rate of time and a-half.
- (f) The minimum rate to be paid to any shift worker for work performed between midnight on Friday and midnight on Saturday shall be time and a-half. Such extra rate shall be in substitution for and not cumulative upon the shift premium prescribed in clause 2 (e) (of Schedule 8).

Shift workers for all time worked on a shift other than a rostered shift shall be paid at the rate of double time except when the time is worked by arrangement between the employees themselves.

- (g) *Overtime* - Overtime worked by television mechanics employed as day workers shall be paid for at one and a-half times the ordinary rate for the first 3 hours, after which double time shall be paid until the ordinary starting time next morning. Time and a-half shall be paid where employees start work between 6.00 a.m. and the usual starting time.

If employees are called upon to work overtime commencing after 6.00 a.m. on Saturday morning, they shall be paid at one and a-half times the ordinary rate for the first 3 hours and double time with a minimum of 2 hours.

SCHEDULE 9 - Second \$8.00 Arbitrated Safety Net Adjustment

The wage rates of employees of the undermentioned employers covered by this Award shall be increased by \$8.00 per week as from the corresponding dates in line with the November 1994 State Wage Case decision:

Employer

Date of Operation

Queensland Department of Transport
TAFE Queensland

22 December 1994
22 December 1994

SCHEDULE 10 - Pro-Forma Letter - clause 4.3.3

Schedule 10 to the *Engineering Award - State* provides a pro-forma letter which complies with the requirements of clause 4.3.3(b) of the Award. A letter in this form must be provided to all casual employees on the first occasion that they have been employed for 3 weeks or more in any calendar month and whose employment is likely to be ongoing. The employer must complete the details required and sign the letter. The letter should be provided on the employer's letterhead.

This Schedule applies to employees of Queensland Government Departments and employees of Queensland Health.

2. Annual leave loading

Continuous shift workers, as defined in clause 6.5.2, are to be paid, in lieu of projected shift roster entitlements as contained in clause 7.1.8(a) of this Award, an annual leave loading of 27.5% of their ordinary wage rate on a total of 5 weeks' annual leave in respect of each completed 12 month period of service or *pro-rata* in the case where less than 12 months' service has been completed.

3. Not to be used as a precedent

This clause has been inserted as a result of an application to amend the Award arising from the decision of the Full Bench of the Commission on 30 June 2004 (and published at (2004) 176 QGIG 494-497) to move to declare Industrial Agreements obsolete. Given the origin of this clause, the provisions contained within it are not to be used as a precedent for any other matter whatsoever.

SCHEDULE 12 - Queensland Fire and Rescue Service

1. Application

This Schedule applies to employees of Queensland Fire and Rescue Service.

2. On call allowance

For each week an employee is rostered on call for emergency work outside ordinary hours, the employee shall be paid 14% of the C10 weekly rate of pay.

3. Hours of work

The hours of work prescribed by this Award shall be worked in accordance with an agreed roster between the employer and relevant Union(s).

In emergent or exceptional circumstances, the employer may require an employee to work on a rostered day off and that employee shall be allowed another day off in lieu at the earliest convenient time and on a day agreed between the employer and the employee concerned.

4. Not to be used as a precedent

Schedule 12 has been inserted as a result of an application to amend the Award arising from the decision of the Full Bench of the Commission on 30 June 2004 (and published at (2004) 176 QGIG 494-497) to move to declare industrial agreements obsolete. Given the origin of Schedule 12, the provisions contained within it are not to be used as a precedent for any other matter whatsoever.

Dated 25 July 2012.

By the Commission,
[L.S.] G.D. SAVILL,
Industrial Registrar.

Operative Date: 25 July 2012