

QUEENSLAND INDUSTRIAL RELATIONS COMMISSION

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

**GAS INDUSTRY AWARD - STATE 2003**

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

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

Dated 1 November 2010.

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

**GAS INDUSTRY AWARD - STATE 2003**

**PART 1 - APPLICATION AND OPERATION**

**1.1 Title**

This Award is known as the Gas Industry Award - State 2003.

**1.2 Arrangement**

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### **1.3 Date of operation**

This Award takes effect from 15 September 2003.

### **1.4 Coverage**

- 1.4.1 This Award applies throughout the State of Queensland to employers and to their employees for whom provision is made in clause 5.2, employed in or in connection with the making, storing, handling and/or distribution of either manufactured or natural gases, whether by piped systems, cylinders, or in bulk tanks, and all work incidental thereto; or in or about gas plant or equipment.
- 1.4.2 This Award also applies to contractors to gas companies and their employees performing any work which if done by the employees of the gas companies, would be covered by this Award.
- 1.4.3 As to the employers named in Schedule 2 to this Award the provisions of the Award are modified in accordance with the requirements of the individual Orders listed in such Schedule 2.

## **1.5 Definitions**

- 1.5.1 The "Act" means the *Industrial Relations Act 1999* as amended or replaced from time to time.
- 1.5.2 "Casual worker" means any person who is engaged for less than 24 hours in any one week;
- 1.5.3 "Commission" means the Queensland Industrial Relations Commission.
- 1.5.4 "Liquefied Petroleum Gas Tanker Operators - Domestic" means and includes any person operating a liquefied petroleum gas tanker of less than 4,546 litres gas capacity and/or operating any equipment associated therewith and/or performing any other duties associated with the supply of gas to consumers by means of such a tanker.
- 1.5.5 "Liquefied Petroleum Gas Tanker Operators - Industrial" means and includes any person operating a liquefied petroleum gas tanker of gas capacity of not less than 4,546 litres and not more than 13,638 litres and/or operating any equipment associated therewith and/or performing any other duties associated with the supply of gas to consumers by means of such a tanker.
- 1.5.6 "Serviceperson, Special Class" means and includes any Serviceperson who is required to have the necessary training, skills and knowledge to carry out adjustment and maintenance of advanced appliances and equipment other than normal domestic types of appliances and equipment and who is wholly or mainly engaged in such duties or who is appointed by the employer.
- 1.5.7 "Senior Serviceperson" means and includes any employee appointed as such by the employer, who is required to supervise, assist and advise other Servicepersons and/or Servicepersons, Special Class employed by that employer, in addition to carrying out their duties as either a Serviceperson or Serviceperson, Special Class.
- 1.5.8 "Union" means The Australian Workers' Union of Employees, Queensland.

## **1.6 Area of operation**

For the purpose of this Award the Divisions and Districts are as follows:

### *1.6.1 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; then by that parallel of latitude due west to 147 degrees of east longitude; then by that meridian of longitude due south to 22 degrees 30 minutes of south latitude; then by that parallel of 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; then by that parallel of latitude due west to 147 degrees of each longitude; then by that meridian of longitude due south to 22 degrees of south latitude; then by that parallel of latitude due east to the sea-coast; then by the sea-coast northerly to the point of commencement.

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

### *1.6.2 Districts*

#### (a) Northern Division:

Eastern District - This shall comprise that portion of the Northern Division along or east of 144 degrees 30 minutes of east longitude.

Western District - This shall comprise the remainder of the Northern Division.

#### (b) Southern Division:

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

Western District - This shall comprise the remainder of the Southern Division.

## **PART 2 - FLEXIBILITY**

## **2.1 Enterprise flexibility**

- 2.1.1 As part of a process of improvement in productivity and efficiency, discussion should take place at each enterprise to provide more flexible working arrangements, improvement in the quality of working life, enhancement of skills, training and job satisfaction and to encourage consultative mechanisms across the workplace.
- 2.1.2 The consultative processes established in an enterprise in accordance with clause 2.1 may provide an appropriate mechanism for consideration of matters relevant to clause 2.1.1. Union delegates at the place of work may be involved in such discussions.
- 2.1.3 Any proposed genuine agreement reached between an employer and employee/s in an enterprise is contingent upon the agreement being submitted to the Commission in accordance with Chapter 6 of the Act and is to have no force or effect until approval is given.

## **PART 3 - COMMUNICATION, CONSULTATION AND DISPUTE SETTLING PROCEDURES**

### **3.1 Consultative mechanisms and procedures in the workplace**

- 3.1.2 The parties to this Award are committed to co-operating positively to increase the efficiency, productivity and competitiveness of the industries covered by this Award and to enhance the career opportunities and job security of employees in such industries.
- 3.1.3 At each plant or enterprise, an employer, the employees and their relevant Union or Unions commit themselves to establishing a consultative mechanism and procedures appropriate to the size, structure and needs of that plant or enterprise. Measures raised by the employer, employees or Union or Unions for consideration consistent with the objectives of clause 3.1.2 shall be processed through that consultative mechanism and procedures.

### **3.2 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.

- 3.2.1 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.
- 3.2.2 If the grievance or dispute is not resolved under clause 3.2.1, 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.
- 3.2.3 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 3.2.5.
- 3.2.4 If the grievance or dispute is still unresolved after discussions mentioned in clause 3.2.2, 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 the 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 3.2.2 will not result in resolution of the dispute.
- 3.2.5 If, after discussion between the parties, or their nominees mentioned in clause 3.2.4, 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.
- 3.2.6 Whilst all of the above procedure is being followed, normal work shall continue except in the case of a genuine safety issue.
- 3.2.7 The *status quo* existing before the emergence of the grievance or dispute is to continue whilst the above procedure is being followed.
- 3.2.8 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.

3.2.9 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.

3.2.10 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 Termination of employment**

#### *4.1.1 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.

#### *4.1.2 Termination by employer*

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

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

- (b) In addition to the notice in (a) above, employees 45 years old or over and who have completed at least 2 years' continuous service with the employer shall be entitled to an additional week's notice.

- (c) Payment in lieu of notice shall be made if the appropriate notice is not given:

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

- (d) In calculating any payment in lieu of notice the minimum compensation payable to an employee will be at least the total of the amounts the employer would have been liable to pay the employee if the employee's employment had continued until the end of the required notice period. The total must be worked out on the basis of:

- (i) the ordinary working hours to be worked by the employee; and
- (ii) the amounts payable to the employee for the hours including for example allowances, loadings and penalties; and
- (iii) any other amounts payable under the employee's employment contract.

- (e) The period of notice in this clause shall not apply in the case of dismissal for misconduct or other grounds that justify instant dismissal, or in the case of a casual employee, or an employee engaged by the hour or day, or an employee engaged for a specific period or tasks.

- (f) Provided that notice given shall not be counted as annual leave and further provided that no employee shall be deemed dismissed for incompetence after they have worked one week for an employer.

#### *4.1.3 Notice of termination by employee*

The notice of termination required to be given by an employee shall be 2 days notice or forfeit 3 days pay in lieu of such notice.

#### *4.1.4 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.

### **4.2 Introduction of changes**

#### *4.2.1 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.

#### 4.2.2 *Employer's duty to consult over change*

- (a) The employer shall consult the employees affected and, where relevant, their Union or Unions about the introduction of the changes, the effects the changes are likely to have on employees (including the number and categories of employees likely to be dismissed, and the time when, or the period over which, the employer intends to carry out the dismissals), and the ways to avoid or minimise the effects of the changes (e.g. by finding alternative employment).
- (b) The consultation must occur as soon as practicable after making the decision referred to in clause 4.2.1.
- (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.

### 4.3 **Redundancy**

#### 4.3.1 *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 4.3.1(a) and shall cover the reasons for the proposed terminations, measures to avoid or minimise the terminations and/or their adverse effects on the employees concerned.
- (c) For the purpose of the consultation the employer shall, as soon as practicable, provide in writing to the employees concerned and, where relevant, their Union or Unions, all relevant information about the proposed terminations including the reasons for the proposed terminations, the number and categories of employees likely to be affected, the number of workers normally employed and the period over which the terminations are likely to be carried out:

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

#### 4.3.2 *Transfer to lower paid duties*

- (a) Where an employee is transferred to lower paid duties for reasons set out in clause 4.3.1 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 4.1.
- (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.

#### 4.3.3 *Transmission of business*

- (a) Where a business is, whether before or after the date of insertion of this clause in the Award transmitted from an employer (transmittor) to another employer (transmittee), and an employee who at the time of such transmission was an employee of the transmittor of the business, becomes an employee of the transmittee:
- (i) the continuity of the employment of the employee shall be deemed not to have been broken by reason of such transmission; and
  - (ii) the period of employment which the employee has had with the transmittor or any prior transmittor shall be deemed to be service of the employee with the transmittee.
- (b) In clause 4.3.3, '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.

#### 4.3.4 *Time off during notice period*

- (a) Where a decision has been made to terminate an employee in the circumstances outlined in clause 4.3.1, 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.

#### 4.3.5 *Notice to Centrelink*

Where a decision has been made to terminate employees in the circumstances outlined in clause 4.3.1, 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.

#### 4.3.6 *Severance pay*

- (a) In addition to the period of notice prescribed for ordinary termination in clause 4.1.2(a), and subject to further order of the Commission, an employee whose employment is terminated for reasons set out in clause 4.3.1(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.

#### 4.3.7 *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.

#### 4.3.8 *Employee leaving during notice*

An employee whose employment is terminated for reasons set out in clause 4.3.1(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.

#### 4.3.9 *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.

#### 4.3.10 *Employees with less than one year's service*

Clause 4.3 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.

#### 4.3.11 *Employees exempted*

Clause 4.3 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.

#### 4.3.12 *Employers exempted*

- (a) Subject to an order of the Commission, in a particular redundancy case, clause 4.3 shall not apply to an employer including a company or companies that employ employees working a total of fewer than 550 hours on average per week, excluding overtime, Monday to Sunday. The 550 hours shall be averaged over the previous 12 months.
- (b) A 'company' shall be defined as:
  - (i) a company and the entities it controls; or
  - (ii) a company and its related company or related companies; or
  - (iii) a company where the company or companies has a common Director or common Directors or a common shareholder or common shareholders with another company or companies.

#### 4.3.13 *Exemption where transmission of business*

- (a) The provisions of clause 4.3.6 are not applicable where a business is before or after the date of the insertion of this clause into the Award, transmitted from an employer (transmittor) to another employer (transmittee), in any of the following circumstances:
  - (i) where the employee accepts employment with the transmittee which recognises the period of continuous service which the employee had with the transmittor, and any prior transmittor, to be continuous service of the employee with the transmittee; or
  - (ii) where the employee rejects an offer of employment with the transmittee:
    - (A) in which the terms and conditions are substantially similar and no less favourable, considered on an overall basis, than the terms and conditions applicable to the employee at the time of ceasing employment with the transmittor; and

(B) which recognises the period of continuous service which the employee had with the transmitter and any prior transmitter to be continuous service of the employee with the transmittee.

(b) The Commission may amend clause 4.3.13(a)(ii) if it is satisfied that it would operate unfairly in a particular case, or in the instance of contrived arrangements.

#### 4.3.14 *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.

### **4.4 Casual employment**

Casual employees shall be paid at an hourly rate one and a-quarter times the hourly rates fixed herein for the different classes of work, such hourly rates to be determined by dividing the weekly wage by the number of ordinary working hours.

Casual employees shall be paid within 30 minutes of dismissal, otherwise full rates shall be paid for the whole time the employee is kept waiting.

### **4.5 Two or more classes of work**

When any employee on any one day performs 2 or more classes of work for which a differential rate is fixed by this Award, they shall be paid in respect of the whole time occupied in work on that day at the highest rate fixed herein in respect of the different classes of work.

### **4.6 Incidental or peripheral tasks**

4.6.1 An employer may direct an employee to carry out such duties as are reasonably within the limits of the employee's skill, competence and training.

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

4.6.3 Any direction issued by an employer pursuant to clauses 4.6.1 and 4.6.2 shall be consistent with the employer's responsibilities to provide a safe and healthy working environment.

### **4.7 Anti-discrimination**

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

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

(b) sexual harassment; and

(c) racial and religious vilification.

4.7.2 Accordingly, in fulfilling their obligations under the grievance and dispute settling procedure in clause 3.2, 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.

4.7.3 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.

4.7.4 Nothing in clause 4.7 is to be taken to affect:

(a) any different treatment (or treatment having different outcomes) which is specifically exempted under the *Anti-Discrimination Act 1991*;

(b) an employee, employer or registered organisation, pursuing matters of discrimination, including by application to the Human Rights and Equal Opportunity Commission/Anti-Discrimination Commission Queensland.

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

### **5.1 Classification or re-classification**

5.1.1 Classification or re-classification of an employee into one of the levels by the employer is to be achieved by reference to the classification definition as set out in this Award. The classification definitions refer to the characteristics and non-exhaustive typical duties/skills to provide a guide to determining an employee's classification level. The key issue to be looked at in properly classifying or re-classifying an employee is the level of initiative, responsibility, accountability, competency and skill the employee is required to exercise in the work they have to perform with the parameters of the characteristics and not the duties they perform per se. For instance, in the typical duties and skills referring to the training in Levels 2, 3 and 4 there is little differentiation needed between the levels except that a higher level of skills must be utilised. Hence the allocation of any employee's classification level must be determined in light of the characteristics. The Gas Corporation of Queensland, in consultation with the employee, is to allocate each employee into one of the levels of the new Award. The parties have agreed that the re-classifying of all employees should be completed within one month of the Commission's ratification of this classification structure.

### **5.2 Definition of classifications**

Employees shall be graded at a level in accordance with the following characteristics:

#### *5.2.1 Clerks*

(a) Level 1:

- (i) Employees may include the initial recruit who may have limited relevant experience. Initially, work is performed under close direction using established practices, procedures and instructions. Later, work is likely to be performed under routine supervision with intermittent checking.
- (ii) Such employees perform routine clerical and office functions requiring an understanding of clear, straightforward rules or procedures. Problems can usually be solved by references to established practices, procedures and instructions.
- (iii) Employees at this level are responsible and accountable for their own work within established routines, methods and procedures and the less experienced employee's work may be subject to checking at all stages. The more experienced employee may be required to give assistance to less experienced employees of the same classification.

(b) Level 2 must complete all Level 1 skills.

- (i) This level caters for the employees who have had sufficient experience and/or training to enable them to carry out their assigned duties under limited supervision.
- (ii) Employees at this level are responsible and accountable for their own work with checking related to overall progress. In some situations, detailed instructions may be necessary. Employees are required to exercise judgement and initiative within a broad range of their skills and knowledge.
- (iii) The work of these employees may be subject to final checking as required progress checking. Such employees may be required to check the work and/or provide guidance to other employees at a lower level and/or provide assistance to less experienced employees at the same level.

(c) Level 3 employees must complete all Level 2 skills plus training, average reconciliations, bookkeeping, spreadsheet design and problem solving.

(d) Level 4 employees must be able to complete all Level 3 tasks.

- (i) Employees at this level have achieved a standard to be able to perform specialised or non-routine tasks or features of the work.
- (ii) Work is likely to be without supervision with general guidance on progress and outcomes sought and involves the application of knowledge with depth in some areas and a broad range of skills. Initiative, discretion and judgement are required in carrying out assigned duties.
- (iii) Such employees may be required to give assistance and/or guidance (including guidance in relation to quality of work and which may require some allocation of duties to employees in Level 1, 2 and 3, and would be able to train such employees by means of personal instruction and demonstration).

(d) Level 5 employees must obtain all Level 4 skills plus people management, emergency control, fully literate

responses, senior relief capability and be able to complete profit and loss statements.

- (e) Level 6 employees will have achieved a level of organisation or industry specific knowledge sufficient for them to give independent advice and/or information to the organisation and clients in relation to specific areas of their responsibility.
  - (i) Whilst not a pre-requisite, a feature of this level is responsibility for supervision of employees in lower levels in terms of co-ordinating work flow, checking progress and resolving problems.
  - (ii) They exercise initiative, discretion and judgement regularly in the performance of their duties. They are able to train employees in Level 2 to 5 by personal instruction and demonstration.
  - (iii) In addition, they should be able to assist in budgeting and have maturity, experience and dedication.
- (f) Level 7 employees must have all Level 6 skills plus experience in Departmental Management Resource allocation.
- (g) Level 8 employees must have all Level 7 employee skills in addition employees at this level are subject to broad guidance or direction and would report to more senior staff as required.
  - (i) Such employees will typically have worked or studied in a relevant field and will have achieved a standard of relevance and/or specialist knowledge and experience sufficient to enable them to independently advise on a range of activities and features and contribute as required, to the determination of objectives, within the relevant field(s) of their expertise.
  - (ii) They are responsible and accountable for their own work and may have delegated responsibility for the work under their control or supervision. They must be able to schedule workloads, resolve operations problems and monitor the quality of work produced as well as counselling staff for performance and work-related matters.
  - (iii) They would also be able to train and supervise employees in lower levels by means of personal instruction and demonstration. They often exercise initiative, discretion and judgement in the performance of their duties. The possession of relevant post secondary qualifications may be appropriate but not essential.

### 5.2.2 *Draftperson*

#### (a) Level 1

- (i) Employees may include the initial recruit who may have limited relevant experience. Initially, work is performed under close direction using established practices, procedures and instructions. Later, work is likely to be performed under routine supervision with intermittent checking. Such employees perform routine Clerical and Drawing Office functions requiring an understanding of clear straightforward rules or procedures. Problems can usually be solved by reference to established practices, procedures and instructions.
- (ii) Employees at this level are responsible and accountable for their own work within established routines, methods and procedures and the less experienced employee's work may be subject to checking at all stages. The more experienced employee may be required to give assistance to less experienced employees on the same classification.

#### (b) Level 2

- (i) Employees include those who have had sufficient experience and/or training to enable them to carry out their assigned duties under limited supervision. Employees at this level are responsible and accountable for their own work with checking related to overall progress, however, in some situations, detailed instructions may be necessary. Employees are required to exercise judgement and initiative within a broad range of their skills and knowledge.
- (ii) The work of these employees may be subject to final checking as required. Such employees may be required to check the work and/or provide guidance to Level 1 employees and/or assistance to less experienced employees at the same level. Employees at this level must be able to carry out some design work, operate the digital mapping system and transfer information from manual and historical records into digital format.

#### (c) Level 3

- (i) Employees have achieved a standard to be able to perform specialised, non-routine tasks or special

features of their work. Work is likely to be carried out without constant supervision and with general guidance on progress and outcomes set. This level involves the application of knowledge with depth in some areas and a broad range of skills, initiative, discretion and judgement are required in carrying out assigned duties. Such employees are required to give assistance and may allocate work to Levels 1 and 2 and be able to train such employees via means of personal instruction and demonstration.

- (ii) The employee should be able to monitor software and hardware performance, provide support to the Supervisor and Level 4 Draftsman and to liaise and work with Engineers.

(d) Level 4

- (i) Employees should have all the skills of the lower level employees and are subject to a broad guidance or direction and report to more senior staff as required. Such employees will particularly have worked, or studied, a relevant field and will have achieved a standard of relevance and/or specialised knowledge and experience sufficient to enable them to independently advise on a range of activities and features and contribute as required to the determination of objectives within the relevant field of their expertise.
- (ii) They should be able to schedule work loads, resolve operations problems and monitor the quality of work produced as well as counselling staff for performance and other work related matters. They would also be able to train and supervise employees on lower levels by means of personal instruction and demonstration. They just often exercise initiative, discretion and judgement in the performance of their duties. The possession of relevant post secondary qualifications would be essential.

5.2.3 *Machine Operator* (as per the attached job specification)

5.2.4 *Main Layer*

(a) Level 1

- (i) Employees may include the initial recruit who may have limited relevant experience. Initially, work is performed under close direction using established practices, safety and operational procedures and instructions. Later, work is likely to be performed under routine supervision with intermittent checking.
- (ii) Such employees perform routine clerical and office functions requiring an understanding of clear, straightforward rules or procedures. Problems can usually be solved by references to established practices, procedures and instructions.
- (iii) Employees at this level are responsible and accountable for their own work within established routines, methods and procedures and the less experienced employee's work may be subject to checking at all stages. The more experienced employee may be required to give assistance to less experienced employees of the same classification. The duties are as per the relevant job description.

(b) Level 2 must complete all Level 1 skills.

- (i) This level caters for the employees who have had sufficient experience and/or training to enable them to carry out their assigned duties under limited supervision.
- (ii) Employees at this level are responsible and accountable for their own work with checking related to overall progress. In some situations, detailed instructions may be necessary. Employees are required to exercise judgement and initiative within a broad range of their skills and knowledge.
- (iii) The work of these employees may be subject to final checking as required progress checking. Such employees may be required to check the work and/or provide guidance to other employees at a lower level and/or provide assistance to less experienced employees at the same level.
- (iv) Employees must be able to complete the above plus all round knowledge as highlighted in the Main Layer -Level 2 job description.

(c) Level 3

- (i) Employees will have achieved industry-specific knowledge sufficient for them to give independent advice and/or information to the organisation and clients in relation to specific areas of their responsibility. They will be responsible for supervision of employees at lower levels in terms of co-ordinating work flow, checking progress and resolving problems. They must exercise initiative, discretion and judgement regularly in the performance of their duties. They must be able to assist in training employees from Level 1 and 2 by personal instruction and demonstration. In addition, they should be able to show maturity, experience and discretion. The duties of a Main Layer - Level 3 are as per the attached job description.

(d) Level 4

- (i) Employees are subject to broad guidance or direction and would report to more senior staff as required. Such employees will typically have considerable experience in their field which will enable them to independently advise on a range of activities and features and contribute, as required, to the determination of objectives within their field of expertise. They are responsible and accountable for their work and of the employees under their control.
- (ii) They should be able to schedule work loads, resolve operations problems and monitor the quality of work produced as well as counselling staff for work performance and other work related matters. They would also be able to train and supervise employees in lower levels by means of personal instruction and demonstration. They must often exercise initiative, discretion and judgement in the performance of their duties. The possession of relevant post secondary qualifications may be appropriate but not essential. The duties of a Level 4 Main Layer are as per the relevant job description.

5.2.5 *Meter Readers* (as per the relevant job description)

5.2.6 *Tanker Operators*

(a) Level 1

- (i) Employees may include the initial recruit who may have limited relevant experience. Initially, work is performed under close direction using established practices, safety and operational procedures and instructions. Later, work is likely to be performed under routine supervision with intermediate checking. Such employees perform routine heavy rigid driving and assist in general tanker operations which may include some clerical functions.
- (ii) They require an understanding of clear straightforward rules or procedures. Problems can usually be solved by reference to established practices, procedures and instruction. Employees at this level are responsible and accountable for their own work and the less experienced employee's work may be subjected to checking at all stages. The duties of the Tanker Driver - Level 1 are as per the attached relevant job description.

(b) Level 2

- (i) Employees will have achieved a level of organisation or industry-specific knowledge sufficient for them to complete all their duties without significant supervision. A feature of this level is a responsibility for providing supervision to Tanker Operators - Level 1 in terms of training, checking progress and advising problems to Supervisors.
- (ii) They must exercise initiative, discretion and judgement regularly in the performance of their duties. They should be able to show maturity, experience and dedication. They will be fully conversant with all operating procedures, established practices and instructions and have full knowledge of customer and corporate gas transfer and storage facilities. The duties of a Tanker Operator - Level 2 are as per the attached and relevant job description.

(c) Level 3

- (i) Employees will have all the attributes of a Level 2 Operator, however, they will have had such experience for them to be able to drive and operate an articulated vehicle. Such employees will typically have gained considerable experience and will have achieved a standard of relevance or specialised knowledge and experience sufficient to enable them to independently advise on a range of activities and feature as required to the determination of objectives within their relevant field of expertise.
- (ii) They are responsible and accountable for their own work and must be able to assist in scheduling work loads and monitoring their own as well as performance of their equipment which they are responsible for. They would also be able to train employees in lower levels by means of personal instruction and demonstration. They should often exercise initiative, discretion and judgement in the performance of their duties. Duties are as per the relevant job description.

5.2.7 *Serviceperson* (Levels 1 to 8)

(a) Level 1

- (i) Employees may include the initial recruit who may have limited relevant experience. Initially, work is performed under close direction using established practices, safety and operational procedures and

instructions. Later, work is likely to be performed under routine supervision with intermittent checking.

- (ii) Such employees perform routine clerical and office functions requiring an understanding of clear, straightforward rules or procedures. Problems can usually be solved by references to established practices, procedures and instructions.
- (iii) Employees at this level are responsible and accountable for their own work within established routines, methods and procedures and the less experienced employee's work may be subject to checking at all stages. The more experienced employee may be required to give assistance to less experienced employees of the same classification. The duties are as per the relevant job description.

(b) Level 2

- (i) Employees will have achieved a level of organisation or industry-specific knowledge sufficient for them to complete and carry out duties within the Meter Shop as per their job description. Whilst not a pre-requisite, a feature of this level is responsibility for supervision of employees in a lower level in terms of co-ordinating work flow checking progress and resolving problems. They exercise initiative discretion and judgement regularly in performance of their duties.

(c) Level 3

- (i) Employees must have all the pre-requisites of a Serviceman Level 2 and work within the scope of the relevant job description as attached. Employees at this level are responsible and accountable for their own work and may have delegated responsibility for the work under their control or supervision. They must be able to schedule work loads, resolve operations problems and monitor the quality of work produced as well as counselling staff for performance and work related matters. These employees will have full knowledge of industrial and commercial meters and the maintenance of these devices.

Level 4 to 8 are as per the relevant job descriptions and are subject to licensing conditions as per the *Gas Act 1965* and its Regulations.

#### 5.2.8 Terminal Operators

(a) Level 1

- (i) Employees may include the initial recruit who may have limited relevant experience. Initially, work is performed under close direction using established practices, safety and operational procedures and instruction. Later, work is likely to be performed under routine supervision with intermittent checking.
- (ii) Such employees perform routine clerical and office functions requiring an understanding of clear, straightforward rules or procedures. Problems can usually be solved by references to established practices, procedures and instructions.
- (iii) Employees at this level are responsible and accountable for their own work within established routines, methods and procedures and the less experienced employee's work may be subject to checking at all stages. The more experienced employee may be required to give assistance to less experienced employees of the same classification.

(b) Level 2

- (i) Employees will have achieved a level of organisation or industry-specific knowledge sufficient for them to have an excellent working experience of the plant and equipment and specific areas of their responsibility. They are responsible for the level of responsibility for supervision of employees in lower levels in terms of co-ordinating work flow, checking progress and resolving problems. They must exercise initiative, discretion and judgement in the performance of their duties. They are able to train employees by means of personal demonstration and instruction. In addition, they should be able to assist in the general operations of the plant including maintenance and must show a level of maturity, experience and dedication. The duties of the Terminal Operator are as per the relevant job descriptions.

#### 5.2.9 Plant Operators

(Levels 1 and 2 are as per the Terminal Operators, however, Plant Operators must be experienced to work a continuous shift operation and their duties are as per the relevant job descriptions)

#### 5.2.10 Tradesperson (as per the relevant job descriptions)

### 5.3 Progression through the classification structure

5.3.1 Within each of their levels there are varying pay points which provide for increments depending on experience, ability, qualifications and exposure to customers which will provide the ability for employees to be promoted from one level to another. These increments are designed to provide the employees with the ability to move from one level to another depending on their skills and competency over a number of years within a level. Progression from one level to a higher level is not automatic and is based upon appointment to a higher level where the employee is required to perform duties and apply skills to a higher level and meet the relevant characteristic requirements. An employee may progress to a higher level altogether. Such an employee may not have progressed through all the pay points within a lower level. If it is found that an employee, who has been promoted to a higher level, is unable to competently maintain the standard required by the employer, that employee may be given the option to retain their previous position.

#### 5.4 Wage rates

5.4.1 The minimum rates of wages payable to the following classes of employees in the Southern Division Eastern District shall be:

	Award Rate Per Week \$ (Note)
Charging machine operator	
Stokers	637.80
District governor attendant (The Brisbane Gas Co. Ltd.)	647.20
Liquefied petroleum gas cylinder filling attendant in charge of platform	643.50
Licensed liquefied petroleum gas installers:	
First year of service	644.40
Second year of service and thereafter	654.40
Liquefied Petroleum Gas Tanker Operators:	
Domestic	649.40
Industrial	659.70
Articulated Vehicle	674.00

When compliance with the Standards Association of Australia L.P. Gas Code A.S. C.B. 20 - 1965, as amended by the *Gas Act 1965*, requires that a tanker be operated by 2 persons, both persons shall be paid the same rate of wages.

Complaints persons, servicepersons and refrigerator attendants:	
First year of service	644.40
Second year of service and thereafter	658.70
Servicepersons, Special Class	682.20

Senior Servicepersons shall receive the same rate of wage per week for Servicepersons, Special Class plus an amount of \$7.60 per week. Such additional amount shall be for all purposes of the Award.

Meter and Service Connectors	631.10
Ganger, main laying (mains 12 inches in diameter)	668.40
Ganger, main laying (mains under 12 inches in diameter)	660.80
Service layer	644.40
Service governor repairer	636.50
Syphon Attendants	626.60
Jointer, service layer's assistant and main layer's assistant	637.80
Labourers:	
Up to first 3 months' experience	620.60
Thereafter	623.10
Excavators, using pneumatic machine tool	631.50
Storekeepers	627.30
Reforming plant operator (The Gas Supply Company Limited)	649.00

A reforming plant operator in addition to operating the reforming plants and boilers associated therewith shall carry out such other duties as are required by the Company.

Reforming plant operators (Brisbane Gas Co. Ltd):	
1 <sup>st</sup> Operator	664.60
2 <sup>nd</sup> Operator	652.30

Powder Monkey	}	
Chainsaw Operator	}	
Pipelayer	}	
Wrapping Machine	}	637.80
Attendants	}	

	Percentage of minimum adult rate %
Youths	
Under 17 years of age	45
Between 17 and 18 years of age	55
Between 18 and 19 years of age	65
Thereafter the minimum wage for adults	80

Junior rates shall be calculated in multiples of 10 cents with any result of 5 cents or more being taken to the next highest 10 cent multiple.

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

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

*Overaward Payment* is defined as the amount in rates of pay which an employee would receive in excess of the minimum Award wage as prescribed in this Award for the classification in which such employee is engaged which applied immediately prior to 10 June 1996:

Provided that this definition shall exclude overtime, shift allowances, penalty rates, expense related allowances, industry allowances, disability allowances, vacation allowances, special rates or allowances, responsibility allowances, or any other ancillary payments of a like nature described by this Award.

## 5.5 Allowances

### 5.5.1 Divisional and District allowances

Adult employees in the Mackay Division shall be paid 90c per week and adult employees in the Eastern District of the Northern Division shall be paid \$1.05 per week in addition to the rates above prescribed.

Adult employees in the Western District of the Southern Division shall be paid \$1.05 per week and adult employees in the Western District of the Northern Division shall be paid \$2.20 per week in addition to the rates prescribed for the corresponding Eastern Districts.

### 5.5.2 Main and service layers

Main and service layers, while contending with high pressure gas, shall be paid \$1.86 per day extra.

### 5.5.3 Truck crane or straddle unloader

Any employee required to operate a truck crane or straddle unloader shall be paid \$2.03 per day in addition to the wage rates prescribed in clause 5.4.1.

### 5.5.4 Stokers

Stokers employed by the Gas Supply (Qld.) Pty. Ltd. or its subsidiaries, who are required to attend a water gas plant and a boiler associated therewith, shall be paid an additional \$1.11 per shift whilst so employed.

### 5.5.5 Money handling

L.P.G. tanker operators, and servicepersons, who are required to handle money shall be paid the following rates in

addition to the rates set out in clause 5.4.1:

	Per week \$
For any amount handled:	
Up to \$20	0.90
Over \$20 but not exceeding \$200	2.90
Over \$200 but not exceeding \$600	4.80
Over \$600 but not exceeding \$1,000	7.30
Over \$1,000	9.30

#### 5.5.6 *Disability allowance*

All employees who are not entitled to receive the construction, reconstruction, alteration, repair and/or maintenance work allowance pursuant to clause 5.5.10 shall in addition to their weekly wage rate be paid a disability allowance at the rate of \$25.80 per week which shall be treated as part of the ordinary weekly wage for all purposes of the Award.

#### 5.5.7 *Service increments*

All employees shall, in addition to their weekly wage, be paid service increments as follows:

	Per week \$
After one year's continuous service	4.00
After 2 years' continuous service	8.00
After 3 years' continuous service	12.10

The foregoing additional amounts shall be treated as part of an employee's ordinary wage rate for all purposes of this Award.

#### 5.5.8 *Applying obnoxious substances*

- (a) An employee engaged in the preparation and/or the application of epoxy based materials or materials of a like nature shall be paid 63.75c per hour extra.
- (b) Where there is an absence of adequate natural ventilation the employer shall provide ventilation by artificial means or supply an approved type of respirator; in addition protective clothing shall be supplied where recommended by the Department of Health.
- (c) Proper washing facilities together with towels, soap and a plentiful supply of water shall be provided by the employer, as required.

For the purpose of clause 5.5.8 all materials which include or require the addition of a catalyst hardener and reactive additives or 2 pack catalyst system shall be deemed to be materials of a like nature.

#### 5.5.9 *Allowances for licenses*

- (a) A Serviceperson, Special Class or Senior Serviceperson who holds a License as a Liquefied Petroleum Gas Installer shall be paid an allowance of \$3.70 per week.
- (b) A Serviceperson, Special Class or Senior Serviceperson who is required by their employer to hold a License as a Town Gas Installer shall be paid an allowance of \$3.70 per week. Such allowance shall be in addition to the allowance prescribed in clause 5.5.9(a).

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

In addition to the rates prescribed by this Award all employees whilst actually engaged on construction, reconstruction, alteration, repair and/or maintenance of gas pipelines on site shall be paid an allowance at the rate of \$25.80 per week, which shall be treated as part of the ordinary weekly wage for the purposes of this Award, to compensate for the listed disabilities.

Listed disabilities:

- (a) Climatic conditions where working in the open on all types of work;
- (b) The physical disabilities of having to climb stairs or ladders;
- (c) Dust blowing in the wind on sites;

- (d) Sloppy or muddy conditions;
- (e) Dirty conditions;
- (f) Drippings from newly poured concrete;
- (g) The disability of working on all types of scaffold other than a single plank or bosun's chair;
- (h) The lack of usual amenities associated with factory work;
- (i) All other present disabilities not specifically compensated or allowed for by any other provision of this Award:

Provided that an employee receiving payment pursuant to clause 5.5.11 shall not be entitled to any payment in relation to dirt money or work in wet places except in the case of employees working in water to a depth of 762mm or more:

Provided further that employees shall not be entitled to this allowance where they are in receipt of an additional payment or disabilities allowance for specific projects.

#### 5.5.11 *Wet places*

Employees working in wet places shall be paid \$4.42 per day in addition to the rates prescribed by this Award.

A place shall be deemed to be "wet":

- (a) when water other than rain is dropping from overhead so that the clothing of workers employed there will become saturated with water; or
- (b) where a worker works without protective waterproof footwear in water and/or slush underfoot to a depth exceeding 50mm:

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

Provided further that the foregoing allowance for wet places shall not be payable in addition to the allowance prescribed in clause 5.5.11 for construction etc disabilities.

#### 5.5.12 *Working in water*

Employees who are required to work in water to a depth exceeding 762mm shall be paid \$1.64 per hour, with a minimum payment of \$3.14 in addition to the rates prescribed by this Award.

This allowance is payable in lieu of that prescribed for working in wet places.

#### 5.5.13 *Footwear*

An allowance of \$1.53 per week for footwear shall be paid to all shift workers in the retort-house.

#### 5.5.14 *Forklift operator*

Employees required to operate a fork lift shall be paid 75.9c per hour in addition to their ordinary rate of wages.

### **5.6 Payment of wages**

5.6.1 Payment of wages shall be made weekly or fortnightly at the office of the employer, or on the job as mutually arranged, or by electronic funds transfer.

5.6.2 Where it is agreed that payment of wages be made by electronic funds transfer, it shall be introduced where practicable by mutual agreement on the following basis:

- (a) Management will initiate discussions to allow employees choice in choosing type of account and financial institution into which the employees' wages will be paid;
- (b) The introduction of EFT will be on the basis that wages will be transferred into an employee's nominated account in sufficient time to ensure that such wages are available for use on the employee's ordinary pay day;

(c) All costs and charges associated with the introduction of EFT will be met by the employer;

(d) Payment other than by EFT shall be by mutual agreement where circumstances dictate.

5.6.3 All wages shall be paid fortnightly unless otherwise mutually agreed.

5.6.4 The employer shall arrange the pays so that employees working on night shifts shall not have to make a special trip to the works or office in the day-time to get their pay.

## **5.7 Superannuation**

Except as hereinafter provided, all employees shall be entitled to occupational superannuation as follows:

5.7.1 *Application* - In addition to the rates of pay prescribed by this Award, eligible employees, as defined herein, shall be entitled to occupational superannuation benefits, subject to the provisions of clause 5.7.

### *5.7.2 Contributions*

(a) *Amount* - As from 1 January 2005 every employer shall contribute on behalf of each eligible employee an amount calculated at 9% of the employee's ordinary time earnings, into an approved fund, as defined in this clause. Each such payment of contributions shall be rounded off to the nearest ten (10) cents:

Provided that where an employee is absent and is receiving by way of workers' compensation an amount of money no less than the award rate of pay the contribution shall be calculated at 3%.

(b) *Regular payment* - The employer shall pay such contributions to the credit of each such employee at least once each calendar month or in accordance with the requirements of the approved fund trust deed.

(c) *Minimum level of earnings* - As from 1 January 2005 no employer shall be required to pay superannuation contributions on behalf of any eligible employee in respect of any month during which the employee's ordinary time earnings, as defined, is less than \$450.00.

(d) *Absences from work* - Contributions shall continue to be paid on behalf of an eligible employee during any absence on paid leave such as annual leave, long service leave, public holidays, sick leave and bereavement leave, but no employer shall be required to pay superannuation contributions on behalf of any eligible employee during any unpaid absences except in the case of absence on workers' compensation.

(e) *Other contributions* - Nothing in clause 5.7 shall preclude an employee from making contributions to a fund in accordance with the provisions thereof.

(f) *Cessation of contributions* - An employer shall not be required to make any further contributions on behalf of an eligible employee for any period after the end of the ordinary working day upon which the contract of employment ceases to exist.

(g) *No other deductions* - No additional amounts shall be paid by the employer for the establishment, administration, management or any other charges in connection with the fund other than the remission of contributions as prescribed in clause 5.7.

### *5.7.3 Definitions*

(a) "Approved fund" means a fund approved for the purposes of this Award by the Commission as one to which occupational superannuation contributions may be made by an employer on behalf of an employee, as required by this Award. Such approved fund may be individually named or may be identified by naming a particular class or category.

(b) "Eligible employee" means any employee who has been employed by the employer during 5 consecutive weeks and who has worked a minimum of 50 hours during that period. After completion of the above qualifying period, superannuation contributions shall then be made in accordance with clause 5.7.2 effective from the commencement of that qualifying period.

(c) "Fund" means a superannuation fund satisfying the Commonwealth legislation for occupational superannuation funds and satisfying the superannuation fund conditions in relation to a year of income, as specified in the relevant Act and complying with the operating standards as prescribed by Regulations made under that Act. In the case of a newly established fund, the term shall include a superannuation fund that has received a notice of preliminary listing from the Insurance and Superannuation Commissioner.

(d) "Ordinary time earnings" means the actual ordinary rate of pay the employee receives for ordinary hours of work including shift loading and leading hand, in-charge or supervisory allowances where applicable. The

term includes any overaward payment as well as casual rates received for ordinary hours of work. Ordinary time earnings shall not include overtime, disability allowances, commission, bonuses, lump sum payments made as a consequence of the termination of employment, annual leave loading, penalty rates for public holiday work, fares and travelling time allowances or any other extraneous payments of a like nature.

#### 5.7.4 *For the purposes of this Award an approved fund means -*

- (a) Sunsuper;
- (b) Any named fund as is agreed to between the relevant employer/Union parties to this Award and as recorded in an approved Industrial Agreement.
- (c) In the case of a minority group of employees of a particular employer, any Industry, Multi-Industry or other Fund which has been approved in an Award of, or an Agreement approved by, an Industrial Tribunal, whether State or Federal jurisdiction, and already has practical application to the majority of Award employees of that employer.
- (d) As to employees who belong to the religious fellowship known as the Brethren, who hold a Certificate issued pursuant to section 115 of the Act and are employed by an employer who also belongs to that fellowship any Fund nominated by the employer and approved by the Brethren.
- (e) Any fund agreed between an employer and an employee who holds a Certificate issued pursuant to section 115 of the Act where membership of a fund cited in an Award would be in conflict with the conscientious beliefs of that employee in terms of section 115.
- (f) In relation to any particular employer, any other established fund to which that employer was already actually making regular and genuine contributions in accordance with clause 5.7.2 on behalf of at least a significant number of that employer's employees covered by this Award as at 29 September 1989 and continues to make such contributions:

Provided that the making of a deposit, an initial or other contributions subsequent to 29 September 1989, but on a retrospective basis, in respect of any period up to and including 29 September 1989, shall not under any circumstances bring a fund within the meaning of this provision. The mere signing and submission of any nomination for membership documents to trustees of a fund prior to 29 September 1989 does not bring a fund within the meaning of this provision.

#### 5.7.5 *Challenge of a fund*

- (a) An eligible employee being a member or a potential member of a fund, as well as the Union, may by notification of a dispute challenge a fund on the grounds that it does not meet the requirements of clause 5.7.
- (b) Notwithstanding that the Commission determines that a particular fund does not meet the requirements of clause 5.7, the Commission may in its discretion and subject to any recommendation, direction or order it may make, recognise any or all of the contributions previously made to that fund as having met the requirements or part thereof of clause 5.7.2 up to and including the date of that determination.
- (c) In the event of any dispute over whether any fund complies with the requirements of clause 5.7, the onus of proof shall rest upon the employer.

#### 5.7.6 *Fund selection*

- (a) No employer shall be required to make or be prevented from making, at any one time, contributions into more than one approved fund. Such fund, other than a fund referred to in clauses 5.7.4(c), (d) (e) and (f), shall be determined by a majority decision of employees.
- (b) Employees to whom these provisions apply who as at the date of this amendment are members of an established fund covered by clause 5.7.4(f) shall have the right by majority decision to choose to have the contributions specified in clause 5.7.2 paid into a fund as provided for elsewhere in clause 5.7.4 in lieu of the established fund to which clause 5.7.4(f) has application.
- (c) The initial selection of a fund recognised in clause 5.7.4 shall not preclude a subsequent decision by the majority of employees in favour of another fund recognised under clause 5.7 where the long term performance of the fund is clearly disappointing.
- (d) Where this provision has been utilised and as a result another approved fund is determined, access to a further re-appraisal of the fund for the purpose of favouring yet another fund shall not be available until a period of 3 years has elapsed after that utilisation of this provision:

Provided that the provisions of clause 5.7 do not preclude the making at any time of an Industrial Agreement within the terms of clause 5.7.4(b).

#### 5.7.7 *Enrolment*

- (a) Each employer to whom clause 5.7 applies shall as soon as practicable as to both current and future eligible employees:
  - (i) notify each employee of their entitlement to occupational superannuation;
  - (ii) consult as may be necessary to facilitate the selection by employees of an appropriate fund within the meaning of clause 5.7.4;
  - (iii) take all reasonable steps to ensure that upon the determination of an appropriate fund each eligible employee, receives, completes, signs and returns the necessary application forms provided by the employer to enable that employee to become a member of the fund; and
  - (iv) submit all completed application forms and any other relevant material to the trustees of the fund.
- (b) Each employee upon becoming eligible to become a member of a fund determined in accordance with clause 5.7 shall:
  - (i) complete and sign the necessary application forms to enable that employee to become a member of that fund; and
  - (ii) return such forms to the employer within 28 days of receipt in order to be entitled to the benefit of the contributions prescribed in clause 5.7.2.
- (c) Where an employer has complied with the requirements of clause 5.7.7(a) and an eligible employee fails to complete, sign and return the application form within 28 days of the receipt by them of that form, then that employer shall:
  - (i) Advise an eligible employee in writing of the non-receipt of the application form and further advise the eligible employee that continuing failure to complete, sign and return such form within 14 days could jeopardise their entitlement to the occupational superannuation benefit prescribed by clause 5.7.
  - (ii) In the event that an eligible employee fails to complete, sign and return such application form within the specified period of 14 days be under no obligation to make any occupational superannuation contributions in respect of such eligible employee excepting as from any subsequent date from which completed and signed application form is received by the employer.
  - (iii) In the event that an eligible employee fails to return a completed and signed application form within a period of 6 months from the date of the original request by the employer, again advise that eligible employee in writing of the entitlement and that the receipt by the employer of a completed and signed application form is a pre-requisite to the payment of any occupational superannuation contributions.
  - (iv) At the same time as advising the eligible employee pursuant to clause 5.7.7(c)(iii) submit both to the Chief Industrial Inspector, Brisbane and to the secretary of the Union a copy of each letter forwarded by them to the eligible employee pursuant to clauses 5.7.7(c)(i) and 5.7.7(c)(iii).
- (d) Where an employer fails to provide an eligible employee with an application form in accordance with clause 5.7.7 (a)(iii) they shall be obliged to make contributions as from the date of operation of clause 5.7 or from the date an employee became an "eligible employee" if that occurs thereafter provided that an eligible employee completes, signs and returns to the employer an application form within 28 days of being provided with the application form by the employer. Where an eligible employee fails to complete, sign and return an application form within such period of 28 days the provisions of clause 5.7.7(c) shall apply.

#### 5.7.8 *Unpaid contributions*

Subject to Chapter 11, Part 2, Division 5 of the Act and to clause 5.7.5, where the discretion of the Commission has been exercised, should it be established that the employer has failed to comply with the requirements of clause 5.7.2 in respect of any eligible employee such employer shall be liable to make the appropriate contributions retrospectively to the date of eligibility of the employee, plus an amount equivalent to the rate of return those contributions would have attracted in the relevant approved fund, or as necessary a fund to be determined by the Commission under clause 5.7.5, had they been paid on the due dates.

The making of such contributions satisfies the requirements of clause 5.7 excepting that resort to this provision shall not limit any common law action which may be available in relation to death, disablement or any similar cover existing

within the terms of a relevant fund.

#### 5.7.9 Exemptions

An employer may apply to the Commission for exemption from all or any of the provisions of clause 5.7 in the following circumstances:

- (a) Incapacity to pay the costs associated with its implementation, or
- (b) Any special or compelling circumstances peculiar to the business of the employer.

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

#### **6.1 Hours of work**

6.1.1 *The provisions of clause 6.1.1 shall apply to all employees and employers except those names in Schedule 1 to this Award*

- (a) The ordinary working hours of all employees shall, except as hereinafter provided, not exceed 8 per day or 38 per week, to be worked between the hours of 8 a.m. and 5 p.m. on the days Monday to Friday inclusive. Employees shall be allowed a meal break of not less than one half hour and not more than one hour between the fourth and sixth hour from the commencement of work:

Provided that by agreement in writing between the employer and the branch secretary of the Union, the ordinary hours may be worked over a 4 weekly period of 19 working days or such longer period of time or working days which are multiples thereof with not more than 8 hours worked at ordinary rates on any such day.

- (b) The ordinary working hours for all shift workers, inclusive of meal times, shall not exceed 38 per week, and shall be worked in shifts not exceeding 8 hours in accordance with a roster mutually arranged between the employer and the district or branch secretary of the Union:

Provided that by agreement in writing between the branch secretary of the Union and the employer the ordinary hours of work hereinbefore referred to may be exceeded in any week or weeks subject to the total ordinary hours worked during any roster period not exceeding the number of hours ascertained by multiplying the number of weeks in the roster by 38, or may be worked under such other system as may be agreed upon in writing.

- (c) Employees on shift work shall, in each shift, be allowed 30 minutes for a meal, to be taken at such times as will not cause a stoppage of work.
- (d) Notwithstanding anything to the contrary contained herein, the spread of ordinary hours of duty in any case may be amended by agreement in writing between the branch secretary of the Union and the employer.

6.1.2 *The provisions of clause 6.1.2 shall apply only to employers named in Schedule 1 to this Award and their employees*

- (a) The ordinary working hours for all shift workers, inclusive of meal times, shall not exceed 40 per week, and shall be worked in shifts not exceeding 8 hours, and the time of commencing and finishing shifts shall be mutually arranged between the employer and the district or branch secretary of the Union:

Provided that, except as otherwise provided herein, where 2 shifts per day are worked there shall be a rotation of shifts during each 2 weekly period. Where 3 shifts per day are worked each employee shall be employed on a rotation of shifts, namely, day, afternoon, and night shifts, during each period of 3 weeks.

- (b) Employees on shift work shall, in each shift, be allowed 30 minutes for a meal, to be taken at such times as will not cause a stoppage of work. When the shifts are changing one gang shall, if required, perform 2 shifts within 24 hours at ordinary rates, and each employee shall have an average of 2 shifts off in each 7 days.
- (c) The ordinary working hours of all other employees under this Award, except where otherwise provided, shall not exceed 40 per week, to be worked between the hours of 8 a.m. and 5 p.m. on Mondays, Tuesdays, Wednesdays, Thursdays and Fridays. They shall in each week-day except Saturday be allowed one hour for a meal:

Provided that such ordinary hours of duty may be amended by agreement in writing between the branch secretary of the Union and the employer.

- (d) Where it is essential for a gas undertaking to have work carried out on Saturday mornings, such work,

performed during ordinary working hours, shall be paid for at ordinary rates: Provided the employee is given equivalent time off so that an average of 40 hours per week is worked.

- (e) Notwithstanding the provisions of clause 6.1.2(d) the ordinary working hours of labourers engaged in the Meter Repair Shop of The Brisbane Gas Company shall conform to the hours worked by the employees under the Engineering Award - State 2002, viz:

Monday to Friday - 7.45 a.m. to 12 noon; 12.45 p.m. to 4.30 p.m.

## **6.2 Rest pauses**

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

Provided that, subject to clauses 6.1.1 and 6.1.2, rest pauses and meal breaks shall not be eliminated, however where there is agreement between the employer and the branch secretary of the Union, periods of work may be rearranged so that there is less disruption to certain work by varying the times such meal breaks and rest pauses may be taken.

## **6.3 Overtime**

- 6.3.1 All time worked by employees, except as otherwise provided, in excess of the ordinary working hours or before the ordinary starting time or after the ordinary ceasing time shall be deemed overtime and shall be paid for at the rate of time and a-half for the first 3 hours and double time thereafter.
- 6.3.2 Any employee called upon to work overtime on Saturday or on any day Monday to Friday inclusive on which an employee is rostered off in accordance with any agreement made pursuant to clauses 6.1.1 and 6.1.2 (Hours) shall be entitled to a minimum period of 3 hours' work or payment therefor.
- 6.3.3 All work done on Sundays shall be paid for at the rate of double time with a minimum period of 3 hours' work or payment therefor.
- 6.3.4 Where more than one shift per day is worked all time worked by shift workers in excess of the ordinary working hours shall be paid for at the rate of double time.
- 6.3.5 Where employees are required to report for work between midnight and 6 a.m. they shall be paid at the rate of double time for all time so worked up to the ordinary starting time Monday to Friday and up to 7 a.m. on Saturday:

Provided that any call out between 6 a.m. and the ordinary starting time shall be paid for at the rate of time and a-half.

### **6.3.6 Call back**

An employee other than a complaints man or a serviceman rostered for duty outside ordinary working hours in accordance with clause 6.6 whilst so rostered and other than an employee required to remain on call for emergency work outside ordinary hours whilst so required recalled to work overtime after leaving their employer's business premises on Monday, Tuesday, Wednesday, Thursday or Friday (whether notified before or after leaving the premises) shall be paid for a minimum of 4 hours' work at the appropriate rate for each time they are so recalled, provided that, except in the case of unforeseen circumstances arising, the employee shall not be required to work the full 4 hours if the job they were recalled to perform is completed within a shorter period. Clause 6.3.6 shall not apply in cases where it is customary for an employee to return to their employer's premises to perform a specific job outside their ordinary working hours, or where the overtime is continuous (subject to a reasonable meal break) with the completion or commencement of ordinary working time.

- 6.3.7 An employee who works so much overtime between the termination of their ordinary work on one day and the commencement of their ordinary work on the next day that they have not at least 10 consecutive hours off duty between those times shall, subject to clause 6.3.7, be released after completion of such overtime until they have had 10 consecutive hours off duty without loss of pay for ordinary working hours occurring during such absence. If on the instructions of their employer such an employee resumes or continues work without having had such 10 consecutive hours off duty, they shall be paid double rates until they are released from duty for such period and they shall then be entitled to be absent until they have had 10 consecutive hours off duty without loss of pay for ordinary working time occurring during such absence:

Provided that where an employee is recalled to work overtime and works not more than 2 hours' overtime, clause 6.3.7 shall not apply.

The provisions of clause 6.3.7 shall apply in the case of shift workers as if 8 hours were substituted for 10 hours when overtime is worked:

- (a) For the purpose of changing shift rosters; or
- (b) Where a shift worker does not report for duty and a day worker or a shift worker is required to replace such shift worker; or
- (c) Where a shift is worked by arrangement between the employees themselves.

#### **6.4 Meal breaks**

- 6.4.1 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 period has commenced. Such meal period shall be of the prescribed duration.
- 6.4.2 Where an employee other than a shift worker is required to work for more than 2 hours before the ordinary starting time or to continue working for more than one hour after the ordinary ceasing time, they shall be allowed, after the expiration of the said 2 hours or one hour as the case may be, one half hour in the employer's time for the purpose of having a meal. At the expiration of every consecutive 4 hours' overtime worked thereafter, the employee shall be allowed one half-hour in the employer's time for the purpose of having a meal.
- 6.4.3 Employees shall be supplied with a meal at the times mentioned in clauses 6.4.2 and 6.5 or shall be paid the sum of \$9.60 in lieu of each such meal.
- 6.4.4 Where the employee has provided themselves with meals because of receipt of notice to work overtime, they shall, in the event of the work not being done or ceasing before the respective meal times, be paid an allowance of \$9.60 for each meal so provided.

#### **6.5 Crib break**

Where a shift worker is required to continue working during the following shift they shall be granted a crib time consisting of the last 30 minutes of the first shift worked, or, in the event of insufficient notice being given, 30 minutes at such other time in the following shift as will not cause a stoppage of the work, and a further crib time of 30 minutes at the usual crib time period of the following shift. No deduction shall be made from the wages for the crib times so granted.

#### **6.6 On call and duty employees**

- 6.6.1 A complaints man or serviceman rostered for duty on any day Monday to Sunday inclusive shall be paid an additional allowance of one hour's pay at the rate of time and a-half for each day on which they are so rostered.
- 6.6.2 All time during which an employee is so rostered shall be deemed to be time worked for all purposes of clause 6.3 (Overtime) and clause 7.7 (Public holidays) of this Award.
- 6.6.3 Where an employee so rostered is required to continue working beyond the end of the period during which they are so rostered they shall be paid at the applicable rate until the time they return home from such work:

Provided that an employee shall not be deemed to be rostered for duty in accordance with clause 6.6 unless their roster conforms to the following requirements:

- (a) Such period of being rostered for duty on any day Monday to Friday inclusive shall be continuous with ordinary working hours and shall thereafter be continuous except for one break of not more than 2 hours.
  - (b) On any day Monday to Sunday inclusive the minimum unbroken period other than a period continuous with ordinary working hours during which an employee shall be so rostered shall be one hour, and they shall be so rostered for not more than one such unbroken period of less than 2 hours on any day.
- 6.6.4 An employee other than a complaints man or a serviceman who is required to remain on call for emergency work outside ordinary working hours shall be paid one and a-half hour's additional pay at the rate provided by clause 5.4 for a servicelayer for each day they are required to remain on call.
  - 6.6.5 An employee who is called out to perform work whilst they are so required to remain on call shall be deemed to have worked from the time of leaving their home to commence that work until the time they return home from such work for all purposes of clause 6.3 (Overtime) and clause 7.7 (Public holidays) of this Award:

Provided that where such work on a call out entitles an employee to a payment of less than the equivalent of 3 hours' wages at ordinary rates under clause 6.3 (Overtime) or clause 7.1 (Annual leave), they shall be paid 3 hours' wages at ordinary rates for such call out.

Such employee shall have one day added to their annual leave for each public holiday on which they are so required to remain on call.

## **6.7 Shift work**

### **6.7.1 *Extra week-end payments for continuous shift work***

- (a) In the callings in this Award, where continuous shift work is regularly performed, 3 shifts per day being worked over a period of 7 days per week, one and a-half times ordinary rates shall be paid for all time worked up to 8 hours in any shift between midnight Friday and midnight Saturday and double ordinary rates shall be paid for all time worked in any shift between midnight Saturday and midnight Sunday. For all time worked over 8 hours in any shift during such period double ordinary rates shall be paid.
- (b) All other provisions contained in this Award which conflict with the foregoing shall be deemed to be of no effect.

## **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 their 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 7.1.3) 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 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 to them, their pay, calculated in accordance with clause 7.1.5, for 4 or 5 weeks as the case may be and also their 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, and amount equal to 1/9th of their pay for the period of their employment in the case of a shift worker and 1/12th of their pay for the period of their employment in the case of a day worker, calculated in accordance with clause 7.1.5.

### **7.1.5 *Calculation of annual leave pay***

In respect to annual leave entitlements to which clause 7.1 applies, annual leave pay (including any proportionate payments) shall be calculated as follows:

- (a) Shift workers - Subject to clause 7.1.5(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 employee's roster or projected roster, including Saturday, Sunday or public holiday shifts.
- (b) Leading hands etc - Subject to clause 7.1.5(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 the provisions of clause 7.1.5(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 the Appendix for the period of the annual leave (excluding shift premiums and weekend penalty rates);

(ii) leading hand allowance or amounts of a like nature;

(iii) a further amount calculated at the rate of 17 1/2% of the amount referred to in clauses 7.1.5(c)(i) and 7.1.5(c)(ii).

(d) Clause 7.1.5(c) does not apply to:

(i) any period or periods of annual leave exceeding:

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

7.1.6 Reasonable notice of the commencement of annual leave shall be given to the employee.

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

7.1.8 Where a working hours agreement is entered into pursuant to the proviso to clauses 6.1.1(a), (b) and (c) (Hours), calculation of entitlements to annual leave of employees shall be in hours as provided for in such agreement.

## **7.2 Sick leave**

7.2.1 In respect to employment on and after 14th August 1972, every employee shall become entitled to not less than 8 days' sick leave for each completed year of their employment with an employer.

Moreover, as respects any completed period of employment of less than one year with an employer after that date, an employee shall become entitled to one day's sick leave for each 6 weeks of such period:

Provided that any period of employment within the period of 6 weeks immediately preceding 14th August 1972, in respect to which no sick leave entitlement accrued pursuant to the provisions of this Award as in force immediately prior to that date shall be taken into account in the calculation of sick leave under this paragraph.

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

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

7.2.3 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.

7.2.4 The continuity of employment of an employee with an employer for sick leave accumulation purposes shall be deemed to be not broken by any of the following:

(a) Absence from work on leave granted by the employer;

(b) The employee having been dismissed or stood down by the employer, or the employee having himself terminated their employment with the employer, for any period not exceeding 3 months:

Provided that employee shall have been re-employed by that employer.

7.2.5 The period during which the employment of the employee with the employer shall have been interrupted or determined in any of the circumstances mentioned in clause 7.2.4(a) shall not be taken into account in calculating the period of employment of the employee with the employer.

7.2.6 Except as otherwise provided by clauses 7.2.1 and 7.2.3, sick leave entitlements in respect to periods of employment prior to 14th August, 1972, shall be in accordance with the provisions of this Award as in force immediately prior to such date.

7.2.7 Where a working hours agreement is entered into pursuant to the proviso to clause 6.1.1(a), (b) and (c) (Hours), calculation of entitlements to sick leave of employees shall be in hours as provided for in such agreements.

### **7.3 Sick Leave - employees of Gas Corporation of Queensland, and Allgas Energy Limited**

7.3.1 Subject to the provisions of clause 7.3, every employee shall become entitled to not less than 10 days' sick leave for each completed year of employment.

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

Provided that employee shall inform the employer of such employee's inability to attend for duty as soon as practicable on the day or shift, and as far as possible, state the nature of the injury or illness and the estimated duration of absence:

Provided further that where an employee does not notify the employer of the employee's inability to attend for duty, if possible prior to the commencement of the day or shift, the employee shall not be entitled to payment for the first 8 hours of such absence:

Provided however, in cases of accident, in order to receive payment for the above the employee shall provide reasonable proof that they were unable to attend for duty on account of such incapacity or illness:

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

7.3.3 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.

7.3.4 The continuity of employment of an employee with an employer for sick leave accumulation purposes shall be deemed to be not broken by any of the following:

(a) Absence from work on leave granted by the employer;

(b) The employee having been dismissed or stood down by the employer, or the employee having himself terminated their employment with the employer, for any period not exceeding 3 months:

Provided that employee shall have been re-employed by that employer.

7.3.5 The period during which the employment of the employee with the employer shall have been interrupted or determined in any of the circumstances mentioned in clause 7.3.4 shall not be taken into account in calculating the period of employment of the employee with the employer.

7.3.6 Where a working hours agreement is entered into pursuant to the proviso to clause 6.1.1(a), (b) and (c) (Hours), calculation of entitlements to sick leave of employees shall be in hours as provided for in such agreements.

Note: An employee's entitlement to sick leave in accordance with clauses 7.3.1 and 7.3.2 shall not be reduced as a consequence of the operation of clause 7.3.6.

7.3.7 The parties agree to the following administrative procedure to monitor sick leave usage:

The employers and the Union recognise that abuse of sick leave constitutes a significant industrial relations issue and cost overhead, and in this agreement recognise that both the Union and employers will collaborate on reducing its abuse, and agree to a range of initiatives to examine trends and causes.

The parties further recognise that sick leave is unlike annual or long service leave in that sick leave is conditional upon an employee being ill or injured to the point of being unfit for duty. It is an insurance to protect the employee and family against hardship should they be unable to continue in their normal occupational when injured or ill.

As one measure only, the parties agree to implement the following procedure. This procedure is designed to equitably scrutinise sick leave usage by employees:

(a) At the end of each 3 monthly period, the responsible officer will review attendance of employees' records

who have been absent from work for more than 3 days on uncertified sick leave.

(b) Such officer or nominated delegate will then have the matter examined in the following manner:

- (i) Check if there is an unusual pattern of sick leave.
- (ii) Check with the employee regarding any personal problems or situations that may be effecting the employee.
- (iii) If the results of 2 consecutive periods show possible unsatisfactory attendance and reasons for absence, then the following actions should be taken:

- (A) Formally notify the employee of a forthcoming interview between the responsible officer, or their nominated delegate, in the presence of their supervisor and notify the employee they may have a Union representative present if that employee so requests.

If the discussion in respect to the absences does not provide satisfactory reason for the absences, then a letter is to be sent to the employee stating management's assessment and the intended procedure to be followed in future. The employee will be entitled to have filed their explanation.

- (B) If a similar pattern is observed in the next period, the employee is again interviewed, as in clause 7.3.7(b)(iii)(A), and if the interview results in unsatisfactory reasons again being given, then a second letter is to be sent to the employee, also indicating proof of illness or a certificate may be required for any absence for the next 6 months.

- (C) If the above action still results in further substantiated unsatisfactory attendance at work, then the employee may face disciplinary action.

7.3.8 The above procedure does not operate to withdraw the employer's right to take termination procedures or other disciplinary action against any employee if that employee has been filling out a sick leave application form and claiming sick leave pay when that person was not actually sick.

7.3.9 Similarly, the above procedures do not prejudice the Union's right to take the matter to the Commission where the employee is dismissed for alleged unsatisfactory attendance.

7.3.10 The parties agree to the establishment of a Union/Employer committee to examine sick leave statistics and reasons therefore and to develop positive mechanisms to reduce any abuse of sick leave.

#### **7.4 Bereavement leave**

7.4.1 An employee shall on the death within Australia of a wife, husband, mother, father, mother-in-law, father-in-law, brother, sister, child, or step- child, be entitled on notice to leave up to and including the day of the funeral of such relation, and 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 shall be furnished by the employee to the satisfaction of their employer.

7.4.2 For the purposes of clause 7.4 the words "wife" and "husband" shall include a person who lives with the employee as a *de facto* wife or husband:

Provided an employee shall be entitled to a maximum of 2 days' leave without loss of pay on each occasion and on the production of satisfactory evidence of the death outside of Australia of an employee's husband, wife, father or mother and where such employee travels outside of Australia to attend the funeral.

#### **7.5 Long service leave**

7.5.1 All employees covered by this Award shall be 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..

Provided that where a working hours agreement is entered into pursuant to clause 6.1.1 (Hours), calculation of entitlements to long service leave of employees shall be in hours as provided for in such agreements.

#### **7.6 Family leave**

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

7.6.1 It is to be noted that:

- (a) part-time work can be performed by agreement in the circumstances specified in the Family Leave Award;

(b) a copy of the Family Leave Award is required to be displayed in accordance with section 697 of the Act.

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

(a) Maternity leave

(b) Parental leave

(c) Adoption leave

(d) Special responsibility leave for the care and support of the employee's immediate family or household.

## **7.7 Public holidays**

7.7.1 All work done by any employee on:

- the 1st January;
- the 26th January;
- Good Friday;
- Easter Saturday (the day after Good Friday);
- Easter Monday;
- the 25th April (Anzac Day);
- The Birthday of the Sovereign;
- Christmas Day;
- Boxing Day; or
- any day appointed under the *Holidays Act 1983*, to be kept in place of any such holiday

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

### *7.7.2 Labour Day*

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

### *7.7.3 Annual show*

All work done by employees in a district specified from time to time by the Minister by notification published in the *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.

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

For the purposes of clause 7.7, 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.

Should any public holiday occur on a working day on which an employee is rostered off duty, the employee concerned shall be paid an additional day's wage or an extra day shall be added to their annual leave.

All time worked on any of the aforesaid holidays outside the ordinary starting and ceasing times prescribed by this Award for the day of the week on which such holiday falls shall be paid for at double the rate prescribed by the Award for such time when worked outside the ordinary starting and ceasing time on an ordinary working day.

### *7.7.5 Stand down*

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

## **7.8 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 Travelling, transport and fares**

The provisions in clause 8.1 apply exclusively to employees of the Brisbane Gas Co. Ltd. and Allgas Energy Ltd.

- 8.1.1 Where employees proceed direct from their homes to the jobs, main and service layers, their assistants, and labourers shall be allowed \$2.79 per day in addition to the rates prescribed herein. This addition shall be in lieu of fares to and from the job, but the employee shall work full-time on the job.
- 8.1.2 The employer shall transport the tools and gear of main layers. Service layers and their assistants shall be transported from one job to another where the distance to the next job exceeds half a mile.
- 8.1.3 Where employees are working within an area designated on a map, agreed upon between the Union and the employers, as being greater than 8 kilometres from the employer's depot the amount of \$4.01 per day shall apply in lieu of the amount prescribed above.
- 8.1.4 Except as is herein otherwise provided, if any employee is required by an employer during their working hours to travel on the employer's business, they shall be paid their train, bus, or tram fares, and shall also be paid for travelling time.

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

### **9.1 Commitment to training and careers**

- 9.1.1 The parties acknowledge that various degrees of training are provided to employees in the industry, both by internal on the job training and through external training providers.
- 9.1.2 The parties commit themselves to continuing such training as is regarded by them as appropriate and improving training in such cases where this is required.
- 9.1.3 It is agreed that the parties will co-operate in ensuring that appropriate training is available for all employees in this industry and the parties agree to co-operate in encouraging both employers and employees to avail themselves of the benefits from such training.

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

### **10.1 Clothing**

- 10.1.1 Employers shall provide suitable overalls and boots to be worn by employees while cleaning out purifiers or using caustic soda or other corrosive substance in the course of their employment:

Provided that in lieu of providing boots for meter washers the Brisbane Gas Co. Ltd. and Allgas Energy Ltd. may pay them \$1.53 per week towards their costs.

10.1.2 Stokers shall not be compelled to go out in the rain for coal unless provided with suitable covering.

## **10.2 Sanitary accommodation**

Employers shall provide all necessary sanitary accommodation, change-rooms for workers, bathroom with hot and cold baths or showers, and shelter sheds for employees during meal hours, and shall cause the lavatories and sanitary accommodation to be cleansed each day, except on Sundays and public holidays.

## **10.3 Retort-house**

10.3.1 At the conclusion of each shift the retort-house employees shall be allowed 20 minutes to bath.

10.3.2 Employers shall keep a complete spare set of satisfactory tools in the retort-house.

10.3.3 All retort doors shall be kept in good working condition.

10.3.4 The floors of retort-houses, cellar, and coke stages shall be well lighted and maintained in good repair by the employer.

## **10.4 Tools**

All tools including shovels, leather bags for service layers, and straps for labourers, shall be supplied by the employer. The employer shall also supply goggles and gloves where required.

## **10.5 Work in the rain**

10.5.1 When the ganger decides that it is too wet for ordinary work to be carried out and it is necessary that employees work out in the rain for the safety of the works of traffic, such employee shall be paid double rates for all work so performed.

10.5.2 Where double rates are payable in accordance with clause 10.5 it shall be payable for the period commencing from the start of such work until the employee is able to change into dry clothing or until the employee finishes their work, whichever is the earlier:

Provided that employees entitled to payment under clause 10.5 shall not be entitled to payment under clause 5.5.12:

Provided further that clause 10.5 shall not apply to L.P.G. tanker operators, for whom provision is made in clause 10.6.

## **10.6 Waterproof clothing**

Suitable waterproof clothing shall be supplied by the employer to L.P.G. tanker operators who are required to work in the rain:

Provided that if such an employee while using such clothing nevertheless gets their clothes wet they shall be paid double rates for all work so performed and such payment shall continue until the employee is able to change into dry clothing or until they cease work whichever is the earlier.

## **10.7 Drinking water**

On the works, clean cool drinking water shall be supplied by the employer, and requisite first-aid appliances shall also be available.

## **10.8 Gas masks**

When the engineer considers it necessary gas masks shall be provided by the employer.

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

## **Preamble**

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

## **11.1 Right of entry**

### *11.1.1 Authorised industrial officer*

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

### *11.1.2 Entry procedure*

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

### *11.1.3 Inspection of records*

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

### *11.1.4 Discussions with employees*

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

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

### *11.1.5 Conduct*

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

## **11.2 Time and wages record**

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

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

11.2.2 The time and wages record must also contain:

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

11.2.3 The employer must keep the record for 6 years.

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

### **11.3 Union tickets**

The employer shall, on the request in writing of any employee, pay to the Union, out of the money due to such employee in respect of wages, the annual contribution of such employee as a member of the Union.

#### **Schedule 1**

1. Gas Appliance Centre, Capricornia.
2. Mackay Gas Appliance Centre.
3. Townsville Gas Appliance Centre.

#### **Schedule 2**

List of employers with 2nd Tier Orders which to varying degrees modify the provisions of this Award

Name	Case No.	Date of Order
Allgas Energy Limited	B495/88	8.8.88
Boral Gas (Qld.) Pty. Limited	B534/88	18.8.88
Town, City, Community and Shire Councils and Joint Local Authorities who are Members of the Local Government Association of Queensland Incorporated	B3/89	10.1.89
Gas Corporation of Queensland Limited	B52/89	16.3.89

#### **Schedule 3**

Gas Industry Award - State

## Second Structural Efficiency Principle - Adjustment

### *Statement of Intent*

The Australian Workers' Union of employees, Queensland  
Allgas Energy Ltd.  
Gas Corporation of Queensland

#### **1. Flexibility in Hours of Work**

This agreement is purely for the purposes of trialing the 5/6 working day arrangements (Monday to Saturday) and is without prejudice whatsoever to the final conditions which shall apply for such arrangements.

This agreement is without prejudice to either party as to the conditions which should apply generally under the terms of the Gas Industry Award - State or any other Award regulating the employment of persons in the gas industry in Queensland.

Either party to this agreement shall be at liberty to apply to the Queensland Industrial Relations Commission to vary the terms of this agreement during the course of the trial. Further, the parties shall give at least 30 days notice if they wish to:

- (a) terminate the agreement at the conclusion of the trial; or
- (b) extend the period of the trial. Any extension of the trial shall be by agreement of both parties and shall be for a fixed period.

This agreement shall not be used in any way whatsoever as authority for or support for any claim, application or argument for or in favour of amendments in conditions of employment in the Gas Industry Award - State or in Awards and agreements applying in the gas industry in Queensland.

This agreement has been negotiated having reference to the special operating requirements of the Gas Corporation of Queensland and Allgas Energy Ltd. and is in no way referable to or applicable to the operation of any other gas company in Queensland.

(1) The 5/6 arrangement is still sought by the employers on the following terms:

A trial period of 6 months will apply. It shall commence on 1 September 1991 and finish on the 1 March 1992.

(2) The conditions that will apply are:

- (a) The parties will agree as to which work Departments shall be subject to this flexible hours of work.
- (b) Only volunteers will be sought.
- (c) Consultation to take place with employees during the trial.
- (d) If sufficient volunteers are not available then 30 days notice will be given.
- (e) No employee (unless by mutual agreement), to work more than 2 consecutive Saturdays. Work will be equitably shared.
- (f) A 10% payment to apply in terms of previous offers/Employer proposals and which shall be an all purpose payment for that particular week.
- (g) Double time to apply to all week-end overtime (midnight Friday to 6.00 a.m. Monday) for those employees engaged in a 5/6 cycle for that particular week only.

(3) The acceptance for this proposal is strictly on a without prejudice basis.

(4) A Joint Consultative Committee will be formed to monitor and analyse the trial arrangements.

(5) An employee's access to overtime shall not be reduced.

(6) These arrangements shall not apply to shift work operations.

(7) The classifications identified as being covered by the trial are described hereunder:

It is envisaged that for the proposed "trialing" period, the following areas and associated numbers of employees will be

required:

Description	Nos. (per Saturday)
(a) Mobile Despatch (New description) <i>Duties:</i> 2-way radio operation telephone enquires customer a/c enquires clerical duties materials issue	1
(b) Mains repairs	3
(c) Service laying	3
(d) Installations	2
(e) Meter changing (occasional)	1
(f) Meter reading (occasional) <i>Duties:</i> CGI's final readings cut off's reconnects	1
(g) Cylinder changing <i>Duties:</i> OOG 10 year tests special deliveries	1
(h) Transport (excluding tanker op.)	1
(i) Service persons (Depending on promotion of service to public)	2 - 4

## 2. Spread of Hours

The Spread of Hours shall be changed from 7.00 a.m. to 6.00 p.m. to 6.00 a.m. to 6.00 p.m.

## 3. New Career/Skill Based Salary Classification Structure

The parties agree to an examination of the current wage classification structure with an agreed objective of creating a broadbanded new salary classification structure which shall be career/skill based. Such structure to provide for:

- (a) the establishment of skill related career paths which provide an incentive for employees to continue to participate in skill formation;
- (b) the elimination of impediments to multi-skilling and broadening the range of tasks which an employee may be required to perform;
- (c) the creation of appropriate relativities between different categories of employees within Awards and within the gas industry;
- (d) the establishment of working patterns and arrangements which enhance the flexibility and efficiency of the gas industry;
- (e) the incorporation of work related allowances (as adjusted) in the new classification structure;
- (f) The Joint Consultative Committee (AWU) will be formed to expedite the introduction of the new classification structure;
- (g) Every effort will be made to develop a new career path, and broadbanded structure within the 6 month period; and
- (h) Every effort will be made to introduce the new classification structure encompassing:

- incorporation of defined and agreed allowances;
- broadbanding;
- minimum rates adjustment.

Translation arrangements from the old to the new salary classification structure shall be negotiated over this period.

In the circumstances where agreement cannot be reached in the development of the new salary classification, the parties agree that the matter shall be referred to the Queensland Industrial Relations Commission for conciliation/arbitration.

All rights are reserved to any of the parties to argue wage outcomes in terms of the new classification.

The parties further agree that the Queensland Industrial Relations Commission be provided with report backs during this period.

#### **4. Training**

The parties to this Award are committed to co-operating positively to increase efficiency and productivity and to enhance the career opportunities and job security of employees through a greater commitment to training and skill development. Accordingly, the parties commit themselves:

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

#### **5. Common Clauses**

The parties agree to develop standard condition clauses across Awards in the industry. The parties further agree that the following clauses shall be redrafted to bring them into a common form:

- Overtime;
- Annual Leave;
- Sick Leave;
- Long Service Leave;
- Rest Pauses/Periods;
- Public Holidays;
- Bereavement Leave;
- Maternity Leave.

It is agreed that this exercise shall not result in a reduction in the current Award conditions and shall be drafted in plain and easy to understand English.

#### **6. Second Structural Efficiency Principle Adjustment**

The parties agree that this Statement of Intent represents significant progress in the implementation of the Structural Efficiency Principle. Moreover, the parties agree that these measures shall improve the efficiency of the gas industry in Queensland and provide employees with access to more varied, fulfilling and better paid jobs.

The parties consider that the requirements of the Structural Efficiency Principle in respect to the payment of the second increase have been satisfied.

The parties recognise that the progress of the 2nd SEP adjustment in the Industry has been a long and arduous process, and agree that the successful implementation of the package detailed in the Statement of Intent shall occur according to the following agreed process:

- (a) That the 2 Gas Utilities shall, as soon as practicable, conduct in conjunction with the QCI, the AWU and Job Representatives, a supervisory training session to explain the details of the Agreement, as well as the process and guidelines for establishing the Joint Consultative Committee (JCC).
- (b) The JCC be established at the earliest to reach agreement and oversee areas of work subject to rostering of 5/6, establish rosters and consult with all employees involved in the process.
- (c) The JCC commence immediate discussions on all aspects of the SEP package including new classification structure, incorporation of appropriate allowances and new rates of pay, and training structures.

- (d) The JCC shall monitor and oversee the trialing process as well as the progress of the package.
- (e) The work of the JCC shall be conducted expeditiously to ensure that the package can be implemented within the agreed time table.
- (f) The parties will genuinely seek to have the trials commence on 1 September 1991, but recognise that this commencement date is subject to the JCC being in position to commence overseeing such trials.
- (g) The parties agree that this statement can be incorporated on the Commission's record of proceedings.

## **APPENDIX 1**

### **1.1 Title**

This Appendix is known as the GAS INDUSTRY AWARD - STATE 2003 - GAS CORPORATION OF QUEENSLAND APPENDIX

### **1.2 Arrangement of Appendix**

Subject Matter	Clause No.
<b>PART 1 - APPLICATION AND OPERATION</b>	
Title	1.1
Arrangement of appendix	1.2
Date of operation	1.3
Scope of appendix	1.4
Area of operation	1.5
Definitions	1.6
Other conditions shall apply	1.7
<b>PART 2 - FLEXIBILITY</b>	
Enterprise bargaining	2.1
<b>PART 3 - COMMUNICATION, CONSULTATION AND DISPUTE RESOLUTION</b>	
Consultation	3.1
Settlement of disputes and grievances	3.2
<b>PART 4 - EMPLOYER AND EMPLOYEES' DUTIES, EMPLOYMENT RELATIONSHIP AND RELATED ARRANGEMENTS</b>	
Casual employment	4.1
Two or more classes of work	4.2
Termination of employment	4.3
Introduction of changes	4.4
Redundancy	4.5
Payment of employees dismissed	4.6
Anti-discrimination	4.7
<b>PART 5 - WAGES AND WAGE RELATED MATTERS</b>	
Employment classifications	5.1
Wage rates	5.2
Allowances	5.3
Payment of wages	5.4
On call employees	5.5
Extra payments for afternoon and night shifts	5.6
Extra weekend payments for continuous shift work	5.7
<b>PART 6 - HOURS OF WORK, BREAKS, OVERTIME, SHIFT WORK, WEEKEND WORK</b>	
Hours of work	4.1
Rest pauses	4.3
Overtime	4.2

## PART 7 - LEAVE OF ABSENCE AND PUBLIC HOLIDAYS

Annual leave	7.1
Sick leave	7.2
Public holidays	7.3

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

Travel	8.1
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## PART 9 - TRAINING AND RELATED MATTERS

Training	9.1
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## PART 10 - OCCUPATIONAL HEALTH AND SAFETY MATTERS, EQUIPMENT, TOOLS AND AMENITIES

Wet clothes	10.1
Sanitary facilities	10.2
Working in water	10.3
Work in rain	10.4

## PART 11 - AWARD COMPLIANCE AND UNION RELATED MATTERS

Deduction of wages	11.1
Time sheets	11.2
Posting of appendix	11.3

### **1.3 Date of operation**

This Appendix shall take effect and have the force of law throughout the State of Queensland as from the twenty-fifth day of February 1994.

This Appendix shall continue in force notwithstanding the expiry of the term of the Appendix.

### **1.4 Scope of appendix**

1.4.1 This Appendix shall apply throughout the State of Queensland to employees of Gas Corporation of Queensland as employer, and members of the Union employed in, or in connection with, or incidental to, the manufacture, production, storage, handling, maintenance, repair, installation, and adjustment, distribution and transportation of all gases, whether by piped systems, cylinders, or in bulk tanks, and all work associated with gas plant, commercial and domestic equipment and appliances and no other award shall apply.

1.4.2 This Appendix shall also apply to contractors to Gas Corporation of Queensland and their employees performing any work which if performed by the employees of the company, would be covered by this Appendix.

### **1.5 Area of operation**

This Appendix shall have application throughout the State of Queensland.

### **1.6 Definitions**

The following definitions shall apply:

1.6.1 "Commission" means the Queensland Industrial Relations Commission.

1.6.2 "Employer" means an employer as set out in clause 1.2 (Scope of Appendix) hereto.

1.6.3 "Level" refers to the skill level as referred to in the employee's job description.

1.6.4 "Union" means The Australian Workers' Union of Employees, Queensland.

### **1.7 Other conditions shall apply**

Except where amended by this Appendix, all other terms and conditions of the Gas Industry Award - State 2003 as amended from time to time shall apply. In the case of conflict, the provision of this Appendix shall apply.

## **PART 2 - FLEXIBILITY**

## **2.1 Enterprise bargaining**

- 2.1.1 The parties to this Appendix are committed to achieving improvements in productivity, efficiency and flexibility which in turn will significantly increase the competitiveness of the Gas Corporation of Queensland in industry and offer secure and worthwhile employment for its employees.
- 2.1.2 To achieve this it is recognised that the Gas Corporation of Queensland and the Union need to adopt a consultative and participate approach to implement increased and sustained productivity across all areas of the Corporation's activities.
- 2.1.3 The parties shall, upon commencement of the operation of this Appendix enter into Enterprise Bargaining with the aim of finalising an Enterprise Bargaining Agreement or Award within 3 months. Matters which cannot be agreed between the parties shall be referred to the Industrial Relations Commission for resolution.

## **PART 3 - COMMUNICATION, CONSULTATION AND DISPUTE RESOLUTION**

### **3.1 Consultation**

- 3.1.1 The parties to this Appendix are committed to co-operating positively to increase the efficiency, productivity and competitiveness of the gas industry covered by this Appendix and to enhance the career opportunities and job security of employees in the industry.
- 3.1.2 At each plant or enterprise, the employer, the employees and the union commit themselves to establishing a consultative mechanism and procedures appropriate to the size, structure and needs of that plant or enterprise. Measures raised by the employer, employees or union for consideration consistent with the objectives of clause 3.1.1 shall be processed through that consultative mechanism and procedures.

### **3.2 Settlement of disputes and grievances**

Shall be in accordance with clause 3.2 of the Award.

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

### **4.1 Casual employment**

Casual employees shall be paid at an hourly rate one and a-quarter times the hourly rates fixed herein for the different classes of work.

### **4.2 Two or more classes of work**

When any employee on any one day performs 2 or more classes or work for which a differential rate is fixed by this Appendix, the employee shall be paid in respect of the whole time occupied in work on that day at the highest rate fixed herein in respect of the different classes or work:

Provided that clause 4.2 will not apply in terms of relief of lunch breaks or temporary relief for up to 4 hours.

### **4.3 Termination of employment**

#### *4.3.1 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.

#### *4.3.2 Termination by employer*

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

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

- (b) In addition to the notice in (a) above, employees 45 years old or over and who have completed at least 2 years' continuous service with the employer shall be entitled to an additional week's notice.

(c) Payment in lieu of notice shall be made if the appropriate notice is not given:

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

(d) In calculating any payment in lieu of notice the minimum compensation payable to an employee will be at least the total of the amounts the employer would have been liable to pay the employee if the employee's employment had continued until the end of the required notice period. The total must be worked out on the basis of:

- (i) the ordinary working hours to be worked by the employee; and
- (ii) the amounts payable to the employee for the hours including for example allowances, loadings and penalties; and
- (iii) any other amounts payable under the employee's employment contract.

(e) The period of notice in this clause shall not apply in the case of dismissal for misconduct or other grounds that justify instant dismissal, or in the case of a casual employee, or an employee engaged by the hour or day, or an employee engaged for a specific period or tasks.

#### 4.3.3 *Notice of termination by employee*

The notice of termination required to be given by an employee shall be 1 week or forfeit 1 weeks pay in lieu of such notice

#### 4.3.4 *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.

### **4.4 Introduction of changes**

#### 4.4.1 *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.

#### 4.4.2 *Employer's duty to consult over change*

- (a) The employer shall consult the employees affected and, where relevant, their Union or Unions about the introduction of the changes, the effects the changes are likely to have on employees (including the number and categories of employees likely to be dismissed, and the time when, or the period over which, the employer intends to carry out the dismissals), and the ways to avoid or minimise the effects of the changes (e.g. by finding alternative employment).
- (b) The consultation must occur as soon as practicable after making the decision referred to in clause 4.4.1.
- (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.

### **4.5 Redundancy**

#### 4.5.1 *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 4.5.1(a) and shall cover the reasons for the proposed terminations, measures to avoid or minimise the terminations and/or their adverse effects on the employees concerned.
- (c) For the purpose of the consultation the employer shall, as soon as practicable, provide in writing to the employees concerned and, where relevant, their Union or Unions, all relevant information about the proposed terminations including the reasons for the proposed terminations, the number and categories of employees likely to be affected, the number of workers normally employed and the period over which the terminations are likely to be carried out:

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

#### 4.5.2 *Transfer to lower paid duties*

- (a) Where an employee is transferred to lower paid duties for reasons set out in clause 4.5.1 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 4.3.
- (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.

#### 4.5.3 *Transmission of business*

- (a) Where a business is, whether before or after the date of insertion of this clause in the Award transmitted from an employer (transmittor) to another employer (transmittee), and an employee who at the time of such transmission was an employee of the transmittor of the business, becomes an employee of the transmittee:
  - (i) the continuity of the employment of the employee shall be deemed not to have been broken by reason of such transmission; and
  - (ii) the period of employment which the employee has had with the transmittor or any prior transmittor shall be deemed to be service of the employee with the transmittee.
- (b) In clause 4.5.3, '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.

#### 4.5.4 *Time off during notice period*

- (a) Where a decision has been made to terminate an employee in the circumstances outlined in clause 4.5.1, 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.

#### 4.5.5 *Notice to Centrelink*

Where a decision has been made to terminate employees in the circumstances outlined in clause 4.5.1, 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.

#### 4.5.6 *Severance pay*

- (a) In addition to the period of notice prescribed for ordinary termination in clause 4.3.2(a), and subject to further order of the Commission, an employee whose employment is terminated for reasons set out in clause 4.5.1(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.

#### 4.5.7 *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.

#### 4.5.8 *Employee leaving during notice*

An employee whose employment is terminated for reasons set out in clause 4.5.1(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.

#### 4.5.9 *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.

#### 4.5.10 *Employees with less than one year's service*

Clause 4.5 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.

#### 4.5.11 *Employees exempted*

Clause 4.5 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.

#### 4.5.12 *Employers exempted*

(a) Subject to an order of the Commission, in a particular redundancy case, clause 4.5 shall not apply to an employer including a company or companies that employ employees working a total of fewer than 550 hours on average per week, excluding overtime, Monday to Sunday. The 550 hours shall be averaged over the previous 12 months.

(b) A 'company' shall be defined as:

(i) a company and the entities it controls; or

(ii) a company and its related company or related companies; or

(iii) a company where the company or companies has a common Director or common Directors or a common shareholder or common shareholders with another company or companies.

#### 4.5.13 *Exemption where transmission of business*

(a) The provisions of clause 4.5.6 are not applicable where a business is before or after the date of the insertion of this clause into the Award, transmitted from an employer (transmittor) to another employer (transmittee), in any of the following circumstances:

(i) where the employee accepts employment with the transmittee which recognises the period of continuous service which the employee had with the transmittor, and any prior transmittor, to be continuous service of the employee with the transmittee; or

(ii) where the employee rejects an offer of employment with the transmittee:

(A) in which the terms and conditions are substantially similar and no less favourable, considered on an overall basis, than the terms and conditions applicable to the employee at the time of ceasing employment with the transmittor; and

(B) which recognises the period of continuous service which the employee had with the transmittor and any prior transmittor to be continuous service of the employee with the transmittee.

(b) The Commission may amend clause 4.5.13(a)(ii) if it is satisfied that it would operate unfairly in a particular case, or in the instance of contrived arrangements."

#### 4.5.14 *Incapacity to pay*

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

### **4.6 Payment of employees dismissed**

4.6.1 In the case of dismissal of an employee or of an employee leaving the service of an employer, after the prescribed notice has been given the employee shall be paid all wages due into their bank account within 24 hours of ceasing work. If such wages are not paid within the time prescribed all waiting time in excess of one hour shall be paid for at ordinary rates.

4.6.2 In the event of an employee being discharged or leaving without notice, the employee shall be paid all wages due within 24 hours of the termination of employment, and if the employee is kept waiting for more than 24 hours the employee shall, except where a Sunday or a bank holiday intervenes, be paid at ordinary rates for all time kept waiting after 24 hours have elapsed.

### **4.7 Anti-discrimination**

4.7.1 It is the intention of the parties to this Appendix to prevent and eliminate discrimination, as defined by the *Anti-Discrimination Act 1991* and the *Industrial Relations Act 1999* as amended from time to time, which includes:

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

(b) sexual harassment; and

(c) racial and religious vilification.

4.7.2 Accordingly, in fulfilling their obligations under the grievance and dispute settling procedure in clause 3.2 of the Award the parties to this Appendix must take reasonable steps to ensure that neither the Appendix provisions nor their operation are directly or indirectly discriminatory in their effects.

4.7.3 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.

4.7.4 Nothing in clause 4.7 is to be taken to affect:

(a) any different treatment (or treatment having different outcomes) which is specifically exempted under the *Anti-Discrimination Act 1991*;

(b) an employee, employer or registered organisation, pursuing matters of discrimination, including by application to the Human Rights and Equal Opportunity Commission/Anti-Discrimination Commission Queensland.

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

### **5.1 Employment classifications**

5.1.1 The following classifications shall be designated at the appropriate level within the job description:

Clerk	1
Draughtsperson	1
Machine Operator	1
Mainlayer	1
Meter Reading	1
Plant Operator	1
Serviceperson	1
Terminal Operator	1
Tanker Operator	1
Tradesperson	1
Clerk	2
Draughtsperson	2
Mainlayer	2
Plant Operator	2
Serviceperson	2
Tanker Operator	2
Terminal Operator	2
Tradesperson	2
Clerk	3
Draughtsperson	3
Serviceperson	3
Mainlayer	3
Tanker Operator	3
Clerk	4
Draughtsperson	4
Mainlayer	4
Serviceperson	4
Clerk	5
Serviceperson	5
Clerk	6
Serviceperson	6
Clerk	7
Serviceperson	7
Clerk	8
Serviceperson	8

### **5.2 Wages rates**

The minimum rates of wages payable under this Appendix in the Southern Division Eastern District shall be as follows:

Classification	Classification Band	Wage Per Week \$
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Clerk	1	1	639.50
Clerk	2	2	651.90
Mainlayer	1	3	668.50
Meter Reader	1	3	668.50
Draughtsperson	1	3	668.50
Clerk	3	3	668.50
Serviceperson	1	5	685.00
Clerk	4	5	685.00
Mainlayer	2	5	685.00
Machine Operator	1	6	691.20
Tanker Operator	1	6	691.20
Plant Operator	1	6	691.20
Draughtsperson	2	7	697.40
Terminal Operator	1	7	697.40
Clerk	5	7	697.40
Mainlayer	3	8	709.80
Serviceperson	2	8	709.80
Tanker Operator	2	8	709.80
Clerk	6	8	709.80
Serviceperson	3	9	716.00
Terminal Operator	2	9	716.00
Clerk	7	10	726.30
Mainlayer	4	10	726.30
Plant Operator	2	10	726.30
Tanker Operation	3	10	726.30
Draughtsperson	3	10	726.30
Serviceperson	4	10	726.30
Serviceperson	5	11	736.80
Serviceperson	6	12	745.00
Clerk	8	12	745.00
Tradesperson	1	12	745.00
Tradesperson	1	13	759.50
Draughtsperson	4	13	759.50
Serviceperson	7	13	759.50
Serviceperson	8	14	789.70

Provided that for a particular classification where a higher rate of wage is prescribed in clause 5.4 (Wages) of this Award then that higher rate of wage is payable in lieu of the lower rate of wage for the appropriate classification prescribed in clause 5.2 of this Appendix.

### 5.3 Allowances

5.3.1 District Parities remain unaltered.

5.3.2 The above rates include the absorption of the following allowances:

- (a) Compressor Towing Allowance of 54 cents per day
- (b) Applying epoxy materials allowance of 42 cents per day
- (c) High pressure gas allowance of \$1.23 cents per day
- (d) Service increment pay of \$2.70 to \$7.93 per week
- (e) Fares of \$13.49 per week
- (f) All purpose Disability Allowance of \$16.84 per week
- (g) Gas Installers Allowance of \$4.87 per week
- (h) Travel allowance for backhoe operators.

5.3.3 All other allowances and special payments under the parent Award shall where appropriate continue to apply.

5.3.4 Generic definitions for each of the levels in the classification structure are attached to this Appendix and marked Attachment A.

5.3.5 The key classification is the Gasfitter.

- 5.3.6 Employees whose positions are multi-levelled shall progress through the levels based on taking additional responsibility. There shall be a continual review of these positions.
- 5.3.7 Progression from one level to another will be based on the acquisition or utilisation of skills and satisfactory performance appraisal and shall normally be one level at a time and non-automatic.
- 5.3.8 The method of classification will depend upon an objective evaluation system agreed to between the parties. This is attached and marked Attachment B.
- 5.3.9 Juniors will not be employed under the age of 18 years.
- 5.3.10 Any dispute arising out of the application of this classification shall be dealt with under clause 3.2 of the parent Award.

#### **5.4 Payment of wages**

Payment of wages shall be made weekly or fortnightly by electronic funds transfer unless otherwise mutually agreed.

#### **5.5 On call employees**

- 5.5.1 An employee required to be on call shall be paid an additional allowance of one hour's pay at the rate of time and a-half for each day on which they are on call.
- 5.5.2 Where an on call employee is required to work they shall be paid at the applicable rate from the time of leaving their home to commence that work until the time they returns home from such work.
- 5.5.3 Such employees shall have one day added to their annual leave for each gazetted public holiday on which they are so required to remain on call.

#### **5.6 Extra payments for afternoon and night shifts**

- 5.6.1 Continuous shift workers shall be paid 15% in addition to the rates prescribed herein for each afternoon and night shift worked. This extra shift rate shall not apply to shift work performed on Saturdays and Sundays where extra payments apply to continuous shift work:

Provided that in lieu of the above provisions any employee employed on the evening shift on Mondays to Fridays inclusive shall be paid 25% in addition to the rates prescribed herein.

#### **5.7 Extra week-end payments for continuous shift work**

Where continuous shift work is regularly performed, 3 shifts per day being worked over a period of 7 days per week, one and a-half times ordinary rates shall be paid for all time worked up to 8 hours in any shift between midnight Saturday and double time between midnight Saturday to midnight Sunday. For all time worked over 8 hours in any shift during such period double ordinary rates shall be paid.

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

#### **6.1 Hours of work**

- 6.1.1 The ordinary working hours of all employees shall, except as hereinafter provided, not exceed 8 per day and 38 per week or 152 in any period of 4 consecutive weeks, to be worked between the hours of 6.00 a.m. and 6.00 p.m. on the days Monday to Friday inclusive. Employees shall be allowed a meal break of not less than one-half hour and not more than one hour between the 4th and 6th hour from the commencement of work.
- 6.1.2 The ordinary working hours for all shift workers, inclusive of meal times, shall not exceed 38 per week or 152 in any period of 4 consecutive weeks, and shall be worked in shifts not exceeding 8 hours' duration:

Provided that by agreement in writing between the Union and the employer the ordinary hours of work herein before referred to may be exceeded in any week or weeks subject to the total ordinary hours worked during any roster period not exceeding the number of hours ascertained by multiplying the number of weeks in the roster by 38, or may be worked under such other system as may be agreed upon in writing.

Employees on shift work shall, in each shift, be allowed 30 minutes for a meal, to be taken at such times as will not cause a stoppage of work.

- 6.1.3 Notwithstanding anything to the contrary contained herein, the spread of ordinary hours of duty in any case may be amended by agreement in writing between the Union and the employer.

6.1.4 The commencing and ceasing times of ordinary working hours can be amended by mutual agreement between the employer and the employee(s) concerned and the Union shall be notified prior to the introduction of any such change in hours.

## **6.2 Rest pauses**

Every employee covered by this Appendix shall be entitled to a rest pause of 10 minutes' duration in the employee's time in the first half of their daily work for employees who permanently work in doors and 20 minutes for employees that permanently work outdoors. Such rest pauses will be taken at such times as will not interfere with continuity of work.

## **6.3 Overtime**

6.3.1 All time worked by employees, except as otherwise provided, in excess of the ordinary working hours or before the ordinary starting time or after the ordinary ceasing time shall be deemed overtime and shall be paid for at the rate of time a-half for the first 3 hours and double time thereafter.

6.3.2 Any employee called upon to work overtime on Saturday or on any day Monday to Friday inclusive on which an employee is rostered off in accordance with any agreement made pursuant to clause 6.1 (Hours) shall be entitled to a minimum period of 3 hours work or payment therefor.

6.3.3 All work done on Sundays shall be paid for at the rate of double time with a minimum period of 3 hours' work or payment therefor.

6.3.4 Where more than one shift per day is worked all time worked by shift workers in excess of the ordinary working hours shall be paid for at the rate of double time.

6.3.5 Where employees, other than shift workers, are required to report for work between midnight and 6.00 a.m. they shall be paid at the rate of double time for all time so worked up to the ordinary starting time Monday to Friday and up to 7.00 a.m. on Saturday.

### *6.3.6 Call back*

An employee, other than an employee rostered for duty outside ordinary working hours in accordance with clause 6.1.1, recalled to work overtime 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 they are so recalled, provided that, except in the case of unforeseen circumstances arising, the employee shall not be required to work the full 3 hours if the job they were recalled to perform is completed within a shorter period.

Clause 6.3.6 shall not apply in cases where it is customary for an employee to return to their employer's premises to perform a specific job outside their ordinary working hours, or where the overtime is continuous (subject to a reasonable meal break) with the completion or commencement of ordinary working time.

6.3.7 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 period has commenced. Such meal period shall be of the prescribed duration.

6.3.8 Where an employee other than a shift worker is required to work for more than 2 hours before the ordinary starting time or to continue working for more than one and a-quarter hours after the ordinary ceasing time, they shall be allowed, after the expiration of the said 2 hours or one and a-quarter hours as the case may be, one-half hour in the employer's time for the purpose of having a meal.

6.3.9 Where a shift worker is required to continue working during the following shift they shall be granted a crib time consisting of the last 30 minutes of the first shift worked, or, in the event of insufficient notice being given, 30 minutes at such other time in the following shift so as not to cause a stoppage of the work, and a further crib time of 30 minutes at the usual crib time period of the following shift. No deductions shall be made from wages for the crib times so granted.

6.3.10 Employees shall be supplied with a meal at the times mentioned in clause 6.3.8 and 6.3.9 or shall be paid the sum of \$9.60 in lieu of each such meal.

6.3.11 An employee who works so much overtime between the termination of their ordinary work on one day and the commencement of their ordinary work on the next day that they have not at least 10 consecutive hours off duty between those times shall, subject to clause 6.3, be released after completion of such overtime until they have had 10 consecutive hours off duty without loss of pay for ordinary working hours occurring during such absence.

6.3.12 If on the instructions of their employer such an employee resumes or continues work without having had such 10

consecutive hours off duty, they shall be paid double rates until they are released from duty for such period and they shall then be entitled to be absent until they have had 10 consecutive hours off duty without loss of pay for ordinary working time occurring during such absence:

Provided that where an employee is recalled to work overtime and works not more than 2 hours' overtime, clause 6.3.12 shall not apply.

6.3.13 In the case of shift workers 8 hours shall apply in lieu of 10 hours when overtime is worked in the following cases:

- (a) for the purpose of changing shift rosters; or
- (b) where a shift worker does not report for duty and a day worker or a shift worker is required to replace such shift worker; or
- (c) where a shift is worked by arrangement between the employees themselves.

## **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 Appendix shall at the end of each year or 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 gazetted public holiday which may occur during the period of that annual leave and (subject to clause 7.1.3) shall be paid for by the employer in advance:

- (a) In the case of any and every employee in receipt immediately prior that leave of ordinary pay at a rate in excess of the ordinary rate payable under this Appendix, at the excess rate; and
- (b) In every other case, at the ordinary rate payable to the employee concerned immediately prior to that leave under this Appendix.

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 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 to the employee, the employee's pay, calculated in accordance with clause 7.1.5, for 4 or 5 weeks as the case may be and also the employee's ordinary pay for any gazetted 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 full year of employment, such employee shall be paid, in addition to all other amounts due to the employee, an amount equal to 1/9th of their pay for the period of their employment if they are an employee to whom clause 7.1.1(a) applies and 1/12th of their pay for the period of their employment if they are an employee to whom clause 7.1.1(b) applies, calculated in accordance with clause 7.1.5.

#### *7.1.5 Calculation of annual leave pay*

In respect to annual leave entitlements to which clause 7.1 applies, annual leave pay (including any proportionate payments) shall be calculated as follows:

- (a) Shift workers - Subject to clause 7.1.5(b) the rate of wage to be paid to a shift worker shall be rate payable to work in ordinary time according to the employee's roster or projected roster, including Saturday, Sunday or public holiday shifts.
- (b) All employees - Subject to the provisions of clause 7.1.5(c), 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 the Appendix for the period of the annual leave (excluding shift premiums and week-end penalty rates);
  - (ii) a further amount calculated at the rate of 17 1/2% of the amount referred to in clause 7.1.5(b)(i).
- (c) Clause 7.1.5(c) does not apply to any period or periods of annual leave exceeding:

- (i) 5 weeks in any other case of employees employed in a calling where 3 shifts per day are worked over a period of 7 days per week; or
- (ii) 4 weeks in any other case.

7.1.6 Reasonable notice of the commencement of annual leave shall be given to the employee.

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

## **7.2 Sick leave**

7.2.1 Subject to the provisions of clause 7.2, every employee shall become entitled to not less than 10 days' sick leave for each completed year of employment. Sick leave shall be cumulative.

7.2.2 Moreover, as respects any completed period of employment of less than one year with the employer after that date, an employee shall become entitled to one day's sick leave for each 5 weeks of such period.

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

Provided that an employee shall inform the employer of such employee's inability to attend for duty as soon as practicable on the day or shift, and as far as possible, state the nature of the injury or illness and the estimated duration of absence:

Provided further that where an employee does not notify the employer or the employee's inability to attend for duty, if possible prior to the commencement of the day or shift, the employee shall not be entitled to payment for the first 8 hours of such absence:

Provided however, in cases of accident, in order to receive payment for the above the employee shall provide reasonable proof that they were unable to attend for duty on account of such incapacity of illness:

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

7.2.4 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.

7.2.5 The continuity of employment of an employee with an employer for sick leave accumulation purposes shall be deemed to be not broken by any of the following:

(a) Absence from work on leave granted by the employer;

(b) The employee having been dismissed or stood down by the employer, or the employee having themselves terminated their employment with the employer, for any period not exceeding 3 months:

Provided that employee shall have been re-employed by that employer.

7.2.6 The period during which the employment of the employee with the employer shall have been interrupted or determined in any of the circumstances mentioned in clause 7.2.5 shall not be taken into account in calculating the period of employment of employee with the employer.

7.2.7 Where a working hours agreement is entered into pursuant to the provision in 6.1.1 and/or 6.1.3 (Hours), calculation of entitlements to sick leave of employees shall be in hours as provided for in such agreements.

7.2.8 *Procedure for monitoring sick leave usage*

The employer and the Union recognise that abuse or sick leave constitutes a significant industrial relations issue and cost overhead, and in this Appendix recognise that both the Union and employer will collaborate on reducing its abuse, and agree to a range of initiatives to examine trends and causes.

The employer and the Union further recognise that sick leave is unlike annual or long service leave in that sick leave is conditional upon an employee being ill or injured to the point of being unfit for duty. It is an insurance

to protect the employee and family against hardship should they be unable to continue in their normal occupation when injured or ill.

As one measure only, the employer and the Union agree to implement the following procedure. This procedure is designed to equitably scrutinise sick leave usage by employees:

(a) At the end of each 3 monthly period, the responsible officer will review attendance of employees' records who have been absent from work for more than 3 days on uncertified sick leave.

(b) Such officer or nominated delegate will then have the matter examined in the following manner:

(i) check if there is any unusual pattern of sick leave;

(ii) if the employee is agreeable to discuss any personal problems or situations that may be affecting the employee;

(iii) if the results of 2 consecutive periods show possible unsatisfactory attendance and reasons for absence, then the following actions should be taken:

(A) Formally notify the employee of a forthcoming interview between the responsible officer or nominated delegate and the employee. The interview will be held in the presence of the employee's supervisor and the employee may have a representative of the union present if the employee so requests.

If the discussion in respect to the absences does not provide satisfactory reason for the absences, then a letter is to be sent to the employee stating management's assessment and the intended procedure to be followed in future. The employee will be entitled to have filed their explanation.

(B) If a similar pattern is observed in the next period, the employee is again interviewed (as in clause 76.2.8(b)(iii)(A) above) and if the interview results in unsatisfactory reasons again being given, then a second letter is to be sent to the employee, also indicating proof of illness or a certificate may be required for any absence for the next 6 months.

(C) If the above action still results in further sustained unsatisfactory attendance at work, then the employee may face disciplinary action.

7.2.9 The above procedure does not operate to withdraw the employer's right to take termination procedures or other disciplinary action against any employee if that employee has been filling out sick leave application form and claim in sick leave pay when that person was not actually sick.

7.2.10 Similarly, the above procedures do not prejudice the Union's right to take the matter to the Commission where the employee is dismissed for alleged unsatisfactory attendance.

7.2.11 The employer and the Union agree to the establishment of a union/employer committee to examine sick leave statistics and reasons therefore and to develop positive mechanism to reduce any abuse of sick leave.

Note: An employee's entitlement to sick leave in accordance with clause 7.2.1 shall not be reduced as a consequence of the operation of clause 7.2.

### **7.3 Public holidays**

7.3.1 Where a gazetted public holiday occurs on a normal working day, all employees shall be paid for a full day's work at ordinary time and if any employee is called upon to work on any such holiday they shall be paid additionally at one and a-half times the ordinary rate prescribed for such work with a minimum of 4 hours' payment.

7.3.2 Should any public holiday occur on a working day on which an employee is rostered off duty, the employee concerned shall be paid an additional day's wage or an extra day shall be added to their annual leave.

7.3.3 All time worked on any of the aforesaid holidays outside the ordinary starting and ceasing times prescribed by this Appendix for the day of the week on which such holiday falls shall be paid for at double the rate prescribed by the Appendix for such time when worked outside the ordinary starting and ceasing time on an ordinary working day.

7.3.4 No employer shall in any week terminate the services of an employee with the object of evading or avoiding payment for any holiday in that or the following week.

7.3.5 If an employee is absent without permission on the working day preceding or the working day following a

Gazetted public holiday the employee shall not be entitled to payment for such holiday nor the day or days on which the employee is absent.

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

### **8.1 Travelling**

Except as is herein otherwise provided, if any employee is required by an employer during their working hours to travel on the employer's business, they shall be paid their fares, and shall also be paid for travelling time.

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

### **9.1 Training**

9.1.1 The parties to the Appendix are committed to co-operating positively to increase efficiency and productivity and to enhance the career opportunities and job security of employees through a greater commitment to training and skill development. Accordingly, the parties commit themselves to:

- (a) Developing a more highly skilled workforce;
- (b) Providing employees with career opportunities through appropriate training to acquire additional skills;
- (c) Removing any barriers that may exist to the utilisation of skills acquired.

9.1.2 The parties shall establish a Training Needs Committee to address the foregoing objectives.

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

### **10.1 Wet clothes**

The employer shall provide suitable work clothes, boots and other safety equipment deemed necessary which the employee shall wear or use as required.

### **10.2 Sanitary facilities**

Employers shall provide all necessary sanitary facilities, change-rooms for employees, bathroom with hot and cold baths or showers, and shelter sheds for employees during meal breaks, and shall cause the sanitary facilities to be cleansed each day, except on Sundays and holidays.

### **10.3 Working in water**

Employees who are required to work in water to a depth exceeding 750 mm shall be paid \$1.64 per hour, with a minimum payment of \$2.87 in addition to the rates prescribed by this Appendix.

### **10.4 Work in rain**

10.4.2 When Mainlayers are working in the rain and the senior Mainlayer decides that it is too wet for ordinary work to continue but it is necessary that employees do work out in the rain for the safety of the works or traffic, such employee shall be paid double rates for all work so performed.

10.4.2 Where double rates are payable in accordance with clause 10.4 it shall be payable for the period commencing from the start of such work until the employee is able to change into dry clothing or until the employee finishes their work, whichever is the earlier.

10.4.3 Suitable waterproof clothing shall be supplied by the employer to L.P.G. Tanker Operators and crews who are required to work in the rain:

Provided that where the rain is sufficiently heavy to substantially wet the employee wearing wet weather clothing when the employee is carrying out their normal duties 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.

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

### **11.1 Deductions from wages**

The employer shall, on request in writing by any employee, pay to the Union, out of any money due to the employee, in

respect of wages, the annual or monthly contribution of such employee as a member of the Union.

## **11.2 Time sheets**

Time-sheets or time-books or automated time accounting shall be provided by the employer wherein each employee shall enter daily the starting and ceasing times:

Provided that each employer shall keep posted in some position in this premises, accessible to the employee, a schedule setting out the ordinary starting and ceasing times between which the period is allotted for each meal.

Although access to the employee's place of work may be controlled for security reasons, by an electronic time recording device at the employee's entrance, such equipment may not be used to calculate actual, starting and cessation times for pay purposes unless by agreement with employees:

Provided that it shall be a breach of this Appendix for any employer to allow, any person such work, unless the name of such person is recorded in the time and wages book.

## **11.3 Posting up of Appendix**

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

### **ATTACHMENT B (Not Published)**

Note: Attachment B relating to job descriptions and evaluation guide is attached to the file for Case No. B86 of 1994

## **APPENDIX 2**

### **SPECIAL PROVISIONS - ALLGAS ENERGY LTD ALLGAS TOOWOOMBA PTY LTD ENERGEX LIMITED ENERGEX RETAIL PTY LTD**

#### **PART 1 - APPLICATION AND OPERATION**

##### **1.1 Arrangement**

Subject Matter	Clause No.
PART 1 - APPLICATION AND OPERATION	
Arrangement	1.1
Application of appendix	1.2
Interpretations	1.3
Parent Award	1.4
Operation of appendix	1.5
Savings clause	1.6

#### **PART 2 - FLEXIBILITY**

No provisions inserted in this Award relevant to this Part.

#### **PART 3 - COMMUNICATION, CONSULTATION AND DISPUTE RESOLUTION**

Consultation	3.1
Grievance and dispute settling procedure	3.2

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

Contract of employment	4.1
Part-time employment	4.2
Casual employees	4.3
Anti-discrimination	4.4
Termination of employment	4.5
Introduction of changes	4.6
Redundancy	4.7

Payment of employees upon termination	4.8
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#### PART 5 - WAGES AND WAGE RELATED MATTERS

Classification structure	5.1
Higher grade duties	5.2
Wage rates	5.3
Allowances	5.4
After hours rostered employees	5.5
Payment of wages	5.6
Superannuation	5.7

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

Hours of work	6.1
Overtime	6.2
Rest pauses	6.3

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

Annual leave	7.1
Sick leave	7.2
Bereavement leave	7.3
Long service leave	7.4
Family leave	7.5
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Jury service	7.7

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

Fares and travelling	8.1
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#### PART 9 - TRAINING AND RELATED MATTERS

Training	9.1
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#### PART 10 - OCCUPATIONAL HEALTH AND SAFETY MATTERS, EQUIPMENT, TOOLS AND AMENITIES

General	10.1
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#### PART 11 - AWARD COMPLIANCE AND UNION RELATED MATTERS

Deduction from wages	11.1
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Attachment A

Attachment B

### **1.2 Operation of Appendix**

This Appendix shall take effect and have the force of law as from 7 November 1994.

### **1.3 Application of Appendix**

1.3.1 This Appendix shall apply throughout the State of Queensland to employees of Allgas Energy Ltd., and Allgas Toowoomba Pty. Ltd., Energex Limited, and Energex Retail Pty Ltd, employed in connection with, or incidental to, the manufacture, production, storage, handling, distribution and/or installation of all gases, whether by piped systems, cylinders, or in bulk tanks, and all work associated with gas plant, equipment and appliances.

1.3.2 This Appendix shall also apply to contractors to Allgas Energy Ltd., and Allgas Toowoomba Pty. Ltd., Energex Limited, and Energex Retail Pty Ltd and their employees performing any work which if performed by the employees of the Company, would be covered by this Appendix.

1.3.3 This Appendix will set the minimum working conditions for contractors, but it is the contractors' own responsibility to abide by recognised Awards.

1.3.4 Provision of this Appendix will be applicable from the date of this Appendix.

## 1.4 Interpretations

For the purposes of this Appendix the following interpretations will apply:

- 1.4.1 The "Act" means the *Industrial Relations Act 1999*.
- 1.4.2 "Casual Worker" means any person who is engaged for a minimum of 4 hours on any single engagement and for a maximum of 32 hours in a week.
- 1.4.3 "Clerk" means and includes any person qualified by training and experience to perform clerical duties within the Company.
- 1.4.4 "Commission" means the Queensland Industrial Relations Commission.
- 1.4.5 "Company" means Allgas Energy Ltd, and Allgas Toowoomba Pty Ltd., Energex Limited, and Energex Retail Pty Ltd.
- 1.4.6 "Construction Equipment Operator" means and includes any person qualified by training and experience to operate Company owned/hired construction plant and equipment.
- 1.4.7 "Delegate" means the duly elected union representative at plant level.
- 1.4.8 "Gas" means any gas handled, transported or delivered by the Company.
- 1.4.9 "Gas Installer" means and includes any person qualified by training and experience to conduct the installation and maintenance of pipework and appliances.
- 1.4.10 "Gas Operations Vehicle Driver" means and includes any person qualified by training and experience to operate a vehicle engaged in the delivery and/or exchanging of gas vessels (e.g. cylinders), gas meters and materials and any equipment associated therewith and/or performing any other duties associated with the supply of gas to consumers.
- 1.4.11 "Gas Tanker Operator" means and includes any person qualified by training and experience to operate a bulk gas tanker and any equipment associated with the supply of gas to consumers by means of such a tanker.
- 1.4.12 "General Hand" means and includes any person assisting in or carrying out such duties as requested by the Company. Such duties may include, but not be limited to, assisting in work with main and service laying gangs, assisting in plant or building construction and/or maintenance, general yard work and other duties so requested.
- 1.4.13 "Leakage Survey Technician" means and includes any person qualified by training and experience in detection and location of pipes and gas leaks and to record information of such as required.
- 1.4.14 "Level" means the skill level referred to in the Classification Structure.
- 1.4.15 "Meter Reader" means and includes any person qualified by training and experience to read, record and process data associated with gas metering devices.
- 1.4.16 "Main Layer" means and includes any person qualified by training and experience in the installation and maintenance of all classes of gas mains and services for which the person is qualified.
- 1.4.17 "Meter Repairer" means and includes any person qualified by training and experience in the maintenance and testing of meters and regulating equipment.
- 1.4.18 "Overdue Account Collector" means and includes any person qualified by training and experience to collect overdue accounts on behalf of the Company and to read, record and process data associated with gas metering devices.
- 1.4.19 "Part-time employee" means and include any person who is regularly employed each week with working hours averaging not less than 16 nor more than 32 hours per week. They shall enjoy the benefits accruing for full time permanent employees proportionally for the hours worked each week.
- 1.4.20 "Plant Maintenance employee" means and includes any person qualified by training and experience to perform and carry out maintenance of plant/buildings or manufacture new plant as required. This shall include all persons engaged in duties such as motor vehicle maintenance, leakage control, plant and equipment maintenance, fitting, welding, machining, painting, carpentry or any other such duties.
- 1.4.21 "Salesperson" means and includes any person qualified by training and experience to carry out sales of gas and gas equipment and clerical duties.

- 1.4.22 "Serviceperson" means and includes any person qualified by training and experience in the adjustment and maintenance of gas appliances.
- 1.4.23 "Store Keeper" means and includes any person qualified by training and experience in the operation of a store.
- 1.4.24 "Team Leader" means and includes any person who is appointed by the Company to this position and who directs the activities of 2 or more employees. The incumbent shall have the appropriate accreditation for the activities performed under their direction.
- 1.4.25 "Technician" means and includes any person qualified by training and experience to carry out technical support duties as allocated. This may include such areas as drafting, data processing, engine technicians and other related positions.
- 1.4.26 "Terminal Attendant" means and includes any person qualified by training and experience in duties related to gas plant and equipment, e.g., cylinder filling, repairs & maintenance of cylinders and tanks, discharging tankers, loading tankers.
- 1.4.27 "Union" means the Union respondent to the Award to which this Annex is attached.

## **1.5 Parent Award**

This Appendix contains all of the terms and conditions applicable. Terms and conditions which are listed in the Parent Award to which this document is appended, and which are not listed in this Appendix, shall not be applicable.

## **1.6 Savings clause**

No employee shall suffer a reduction in ordinary wages or conditions of employment (including overaward) solely as a result of the introduction of this Appendix.

## **PART 2 - FLEXIBILITY**

No provisions inserted in this Award relevant to this Part.

## **PART 3 - COMMUNICATION, CONSULTATION AND DISPUTE RESOLUTION**

### **3.1 Consultation**

- 3.1.1 The parties to this Appendix are committed to co-operating positively to increase the efficiency, productivity and competitiveness of the gas industry covered by this Appendix and to enhance the career opportunities and job security of the employees.
- 3.1.2 The Company, the employees and the Union shall establish a consultative mechanism and procedures appropriate to the size, structure and needs of the Company. Measures raised by the Company, employees or Union for consideration consistent with the objectives of clause 3.1.1 shall be processed through that consultative mechanism and procedures.

### **3.2 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.

- 3.2.1 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.
- 3.2.2 If the grievance or dispute is not resolved under clause 3.2.1, 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.
- 3.2.3 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 3.2.5.
- 3.2.4 If the grievance or dispute is still unresolved after discussions mentioned in clause 3.2.2, 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 the 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 3.2.2 will not result in resolution of the dispute.

- 3.2.5 If, after discussion between the parties, or their nominees mentioned in clause 3.2.4, 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.
- 3.2.6 Whilst all of the above procedure is being followed, normal work shall continue except in the case of a genuine safety issue.
- 3.2.7 The *status quo* existing before the emergence of the grievance or dispute is to continue whilst the above procedure is being followed.
- 3.2.8 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.
- 3.2.9 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.
- 3.2.10 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.
- 3.2.11 Employees shall, notwithstanding the existence of any dispute or claim concerning wages, conditions or any other industrial matters to which the Appendix applies, comply with reasonable direction of the Company to ensure that:
- (a) The safety of personnel, consumers, the general public, plant and equipment are protected.
  - (b) The supply of gas in the distribution system is not stopped, curtailed, reduced, limited or in any manner interrupted, and that gas pressures are always maintained for the safe operation of the system.

The reasonable directions of the Company Management staff shall mean the actions necessary and the methods of operations including the directions as to the work to be performed and the numbers and classifications of personnel necessary to perform such work to comply with the above.

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

### **4.1 Contract of employment**

- 4.1.1 The conditions regarding termination of employment are covered in clause 4.5, provided that the Company must not dismiss an employee unless there is a valid reason as required by the provisions of the Act. Such reasons may be:
- (a) related to the employee's conduct, capacity or performance; or
  - (b) based on the operational requirements of the employer's undertaking, establishment or service.
- 4.1.2 If an employee is absent without permission on the working day preceding or the working day following a Gazetted public holiday the employee shall not be entitled to payment for such holiday nor the day or days on which the employee so absents themselves.

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

- 4.2.1 The ordinary daily hours shall be worked within the spread of hours prescribed in clause 6.1 (Hours) and shall be worked continuously excluding meal breaks and shall not be less than 4 hours. All time worked outside the spread of ordinary working hours shall be paid for at the rates prescribed in clause 6.2 (Overtime).
- 4.2.2 Employees shall be paid at the appropriate weekly rate prescribed in clause 5.3 (Wages) divided by 38 for each hour so worked.
- 4.2.3 Employees shall be entitled to a proportionate amount of annual leave, sick leave, long service leave, bereavement leave, and all public holidays as prescribed in this Appendix. The proportionate entitlement shall be determined by dividing the average number of hours worked each week by 38.

4.2.4 Employees shall be entitled to rest pauses generally in accordance with clause 6.3, and at such times as will not interfere with the continuity of work, if in the opinion of the Company, is necessary.

Subject to the provisions in clause 4.2, all other provisions of the Appendix relevant to full-time employees shall apply.

### **4.3 Casual employees**

Casual employees shall be paid at an hourly rate of one and a-quarter times the hourly rates fixed herein for the different classes of work.

### **4.4 Anti-discrimination**

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

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

4.4.2 Accordingly, in fulfilling their obligations under the grievance and dispute settling procedure in clause 3.2, 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.

4.4.3 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.

4.4.4 Nothing in clause 4.4 is to be taken to affect:

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

### **4.5 Termination of employment**

#### *4.5.1 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.

#### *4.5.2 Termination by employer*

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

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

- (b) In addition to the notice in (a) above, employees 45 years old or over and who have completed at least 2 years' continuous service with the employer shall be entitled to an additional week's notice.

- (c) Payment in lieu of notice shall be made if the appropriate notice is not given:

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

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

#### 4.5.3 *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 4.5.2.

#### 4.5.4 *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.

### **4.6 Introduction of changes**

#### 4.6.1 *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.

#### 4.6.2 *Employer's duty to consult over change*

- (a) The employer shall consult the employees affected and, where relevant, their Union or Unions about the introduction of the changes, the effects the changes are likely to have on employees (including the number and categories of employees likely to be dismissed, and the time when, or the period over which, the employer intends to carry out the dismissals), and the ways to avoid or minimise the effects of the changes (e.g. by finding alternative employment).
- (b) The consultation must occur as soon as practicable after making the decision referred to in clause 4.6.1.
- (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.

### **4.7 Redundancy**

#### 4.7.1 *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 4.7.1(a) and shall cover the reasons for the proposed terminations, measures to avoid or minimise the terminations and/or their adverse effects on the employees concerned.
- (c) For the purpose of the consultation the employer shall, as soon as practicable, provide in writing to the employees concerned and, where relevant, their Union or Unions, all relevant information about the proposed terminations including the reasons for the proposed terminations, the number and categories of employees likely to be affected, the number of workers normally employed and the period over which the terminations are likely to be carried out:

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

#### 4.7.2 *Transfer to lower paid duties*

- (a) Where an employee is transferred to lower paid duties for reasons set out in clause 4.7.1 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 4.5.
- (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.

#### 4.7.3 *Transmission of business*

- (a) Where a business is, whether before or after the date of insertion of this clause in the Award transmitted from an employer (transmittor) to another employer (transmittee), and an employee who at the time of such transmission was an employee of the transmittor of the business, becomes an employee of the transmittee:
  - (i) the continuity of the employment of the employee shall be deemed not to have been broken by reason of such transmission; and
  - (ii) the period of employment which the employee has had with the transmittor or any prior transmittor shall be deemed to be service of the employee with the transmittee.
- (b) In clause 4.7.3, '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.

#### 4.7.4 *Time off during notice period*

- (a) Where a decision has been made to terminate an employee in the circumstances outlined in clause 4.7.1, 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.

#### 4.7.5 *Notice to Centrelink*

Where a decision has been made to terminate employees in the circumstances outlined in clause 4.7.1, 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.

#### 4.7.6 *Severance pay*

- (a) In addition to the period of notice prescribed for ordinary termination in clause 4.5.2(a), and subject to further order of the Commission, an employee whose employment is terminated for reasons set out in clause 4.7.1(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.

#### 4.7.7 *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.

#### 4.7.8 *Employee leaving during notice*

An employee whose employment is terminated for reasons set out in clause 4.7.1(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.

#### 4.7.9 *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.

#### 4.7.10 *Employees with less than one year's service*

Clause 4.7 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.

#### 4.7.11 *Employees exempted*

Clause 4.7 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.

#### 4.7.12 Employers exempted

- (a) Subject to an order of the Commission, in a particular redundancy case, clause 4.7 shall not apply to an employer including a company or companies that employ employees working a total of fewer than 550 hours on average per week, excluding overtime, Monday to Sunday. The 550 hours shall be averaged over the previous 12 months.
- (b) A 'company' shall be defined as:
  - (i) a company and the entities it controls; or
  - (ii) a company and its related company or related companies; or
  - (iii) a company where the company or companies has a common Director or common Directors or a common shareholder or common shareholders with another company or companies.

#### 4.7.13 Exemption where transmission of business

- (a) The provisions of clause 4.7.6 are not applicable where a business is before or after the date of the insertion of this clause into the Award, transmitted from an employer (transmittor) to another employer (transmittee), in any of the following circumstances:
  - (i) where the employee accepts employment with the transmittee which recognises the period of continuous service which the employee had with the transmittor, and any prior transmittor, to be continuous service of the employee with the transmittee; or
  - (ii) where the employee rejects an offer of employment with the transmittee:
    - (A) in which the terms and conditions are substantially similar and no less favourable, considered on an overall basis, than the terms and conditions applicable to the employee at the time of ceasing employment with the transmittor; and
    - (B) which recognises the period of continuous service which the employee had with the transmittor and any prior transmittor to be continuous service of the employee with the transmittee.
- (b) The Commission may amend clause 4.7.13(a)(ii) if it is satisfied that it would operate unfairly in a particular case, or in the instance of contrived arrangements.

#### 4.7.14 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.

### 4.8 Payment of employees upon termination

4.8.1 In the case of dismissal of an employee or of an employee leaving the service of the Company, after the prescribed notice has been given the employee shall be paid all wages due as soon as practicable after ceasing work.

4.8.2 In the event of an employee being discharged or leaving without notice, the employee shall be paid all wages due as soon as practicable after termination of their employment.

Provided that such wages shall be paid no later than the next day of business.

## PART 5 - WAGES AND WAGE RELATED MATTERS

### 5.1 Classification structure

New Classification & Grade	Gas Ind. Level
Clerk Grade 1	I
Clerk Grade 2	II
Clerk Grade 4	IV
Clerk Grade 5	V
Clerk Grade 6	VI
Clerk Grade 7	VII
Clerk Grade 9	IX
Gas Installer Grade 1	VIII
Gas Installer Grade 2	X

<b>New Classification &amp; Grade</b>	<b>Gas Ind. Level</b>
Gas Operations Vehicle Driver Gd 1	II
Gas Operations Vehicle Driver Gd 2	III
Gas Tanker Operator Grade 1	IV
Gas Tanker Operator Grade 2	VI
Gas Tanker Operator Grade 3	VII
General Hand / General Hand - Pipelines	I
Main Layer Assistant	III
Main Layer Grade 1	V
Main Layer Grade 2	VI
Main Layer Grade 3	VIII
Meter Reader	II
Meter Repairer Grade 1	II
Meter Repairer Grade 2	IV
Overdue Account Collector	III
Plant Maint. employee Grade 1	I
Plant Maint. employee Grade 2	III
Plant Maint. employee Grade 3	IV
Plant Maint. employee Grade 4	VI
Plant Maint. employee Grade 5	VIII
Salesperson	V
Service Person Grade 1	V
Service Person Grade 2	VI
Service Person Grade 3	X
Storekeeper	III
Terminal Attendant	IV
Clerk Grade 1	I
General Hand/General Hand - Pipelines	I
Plant Maint. employee Grade 1	I
Clerk Grade 2	II
Gas Operations Vehicle Driver Gd 1	II
Meter Reader	II
Meter Repairer Grade 1	II
Gas Operations Vehicle Driver Gd 2	III
Main Layer Assistant	III
Overdue Account Collector	III
Plant Maint. employee Grade 2	III
Storekeeper	III
Clerk Grade 4	IV
Gas Tanker Operator Grade 1	IV
Meter Repairer Grade 2	IV
Plant Maintenance employee Grade 3	IV
Terminal Attendant	IV
Clerk Grade 5	V
Main Layer Grade 1	V
Salesperson	V
Service Person Grade 1	V
Clerk Grade 6	VI
Gas Tanker Operator Grade 2	VI
Main Layer Grade 2	VI
Plant Maint. employee Grade 4	VI
Service Person Grade 2	VI
Clerk Grade 7	VII
Gas Tanker Operator Grade 3	VII
Gas Installer Grade 1	VIII
Main Layer Grade 3	VIII
Plant Maint. employee Grade 5	VIII
Clerk Grade 9	IX
Gas Installer Grade 2	X
Service Person Grade 3	X

Attachment A details the general duties at each of the various Classification Levels.

## 5.2 Higher grade duties

An employee who performs the duties of an employee in a higher classification level for a period exceeding 4 hours, in any one day, shall be paid at the rate of the higher classification for such period that these higher duties are performed.

## 5.3 Wage rates

The minimum rates of wages under this Appendix shall be as follows:

<b>Gas Industry Level</b>	<b>Weekly Pay Rate (38 hours) \$</b>
I	665.60
II	677.00
III	692.60
IV	701.80
V	714.70
VI	727.10
VII	741.90
VIII	757.10
IX	772.00
X	789.10

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

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

## 5.4 Allowances

### 5.4.1 Team leader

Appropriate Gas Industry Level plus 104.7 c/hour (\$40.60/week).

Attachment B details the wages for each of the various positions.

### 5.4.2 Extra payment for afternoon and night shifts

Employees who are employed on afternoon or night shift shall be paid on that shift the base rate plus 25%.

### 5.4.3 Extra payment for working week incorporating Saturdays

Employees who work ordinary working hours which include Saturdays, shall be paid the Classification Base Rate + 11.2%

All overtime worked in these periods will be paid at this appropriate rate in accordance with clause 6.2 (Overtime).

### 5.4.4 First aid allowance

Where an employee is required by the Company to be a designated first aid attendant, then such employee shall be paid an allowance of 33.25 cents per hour. The employee shall not be entitled to this allowance whilst on any leave.

### 5.4.5 Licences

It is recognised that some employees require a licence/s to perform their normal work duties and as such the wage rates prescribed by this Appendix incorporate any previous allowances for such licence/s. It is expected that the employee provides the necessary licence/s for them to carry out their duties.

### 5.4.6 Disability allowance

The wage rates prescribed by this Appendix incorporates an allowance to compensate for all disabilities including working in water and wet places which would normally occur in the work place.

#### 5.4.7 *Previous allowances*

All previous allowances such as forklift driving, towing, high pressure gas, handling money, service incremental, obnoxious substances, etc. have been included in the prescribed rates attached.

#### 5.4.8 *Provision of Tools*

The rates prescribed by this Appendix for Gas Installers incorporate an allowance for tools. The Company will provide all major tools, power tools, oxy/gas brazing equipment and pipe processing tools (e.g. flaring tools etc.). The Gas Installers shall provide all necessary hand tools (e.g. tube cutters, hammers etc.) and it is expected that these tools shall be adequate for the work to be performed and be kept fully serviceable.

### **5.5 After hours rostered employees**

5.5.1 Personnel rostered for after hours duty on any day Monday to Sunday inclusive shall be paid an additional allowance of one hour's pay at the rate of time and a half for each day on which they are rostered for duty.

5.5.2 Where an employee is rostered for duty and is required to work, the employee shall be paid at the applicable rate of clause 6.2 (Overtime) from the time of leaving home until the time of returning home from such work.

5.5.3 Such employees shall be given one day annual leave in lieu for each public holiday on which they are so required to remain rostered for duty.

### **5.6 Payment of wages**

5.6.1 All wages shall be paid by electronic funds transfer and shall be paid fortnightly unless otherwise mutually agreed.

5.6.2 In special circumstances wages may be paid by cash or cheque.

5.6.3 Not more than 3 days pay shall be kept in hand.

### **5.7 Superannuation**

5.7.1 Except as hereinafter provided, all employees shall be entitled to occupational superannuation as follows:

- (a) The Company shall contribute on behalf of each eligible employee, a minimum amount of the Company's ordinary time earnings into the nominated approved fund. The minimum percentage required to be contributed into approved funds and the definition of eligible employee is as specified in the superannuation guarantee legislation.
- (b) The Company shall pay contributions to the fund specified for each employee at least once each calendar month or in accordance with the requirements of the fund trust deed.
- (c) The Company shall not be required to pay superannuation contributions on behalf of any eligible employee whether full-time, part-time or casual in respect of any month during which the employee's ordinary time earnings does not exceed the minimum amount specified in the superannuation guarantee legislation.
- (d) Contributions shall continue to be paid on behalf of an eligible employee during any absence on workers compensation and paid leave such as annual leave, long service leave, public holidays, sick leave and bereavement leave.
- (e) Employees can make additional contributions to the fund as required.
- (f) Ordinary time earnings shall mean the actual ordinary rate of pay the employee received for ordinary hours of work. This includes the loading for weekend work, and other over award payments and the 25% loading for casual, and afternoon shift employees. Ordinary time earnings shall not include overtime, commission, bonuses, lump sum payments made as a consequence of the termination of employment, annual leave loading, penalty rates for public holiday work, fares and travelling time allowances or any other extraneous payments of a like nature.
- (g) The Company shall notify each employee of their entitlement to occupational superannuation, and the employee shall complete, sign and return application forms for membership to the fund within 28 days of being eligible.

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

### **6.1 Hours of work**

- 6.1.1 The ordinary working hours of an employee (other than casual or part-time) are to be averaged over a 28 day period (or such longer period which may be agreed) during which no employee will be required to work more than an average of 38 ordinary working hours per week.

The ordinary working hours on any one day shall not exceed 10 hours in duration. Where more than 10 ordinary hours are worked, that arrangement shall be subject to written agreement between the Company and the Union who shall not unreasonably withhold consent.

These ordinary working hours, shall be worked between the spread of hours 6 a.m. and 6 p.m. on any days from Monday to Saturday inclusive, although no employee shall be required to work on any more than 5 out of 6 days.

Employees shall be allowed an unpaid meal break of not less than one-half hour and not more than one hour between the third and seventh hour from the commencement of work.

- 6.1.2 The company and employee may by agreement, decide the commencing and ceasing times of ordinary working hours. These hours may take account of individual circumstances of the work to be performed.

- 6.1.3 Where the company deems a working week will include a Saturday, this detail will be conveyed to the employees and volunteers will be sought for an initial 4 week roster.

At least 7 days prior to the end of rosters, the Company will again seek volunteers for the next 4 week roster. Employees are not to be pressured into participating in these rosters, however, those employees who do participate are to commit themselves for the full 4 week period within each roster.

The company and employee may by agreement change the above roster to suit both parties.

- 6.1.4 If an employee wishes to work additional hours, they may volunteer to work a 4 week roster during which an average of 40 ordinary hours per week can be worked.

The employee wishing to volunteer may do so by giving 7 days' notice to the company. The employee shall also give 7 days' notice, prior to the end of any 4 week cycle, to the company to discontinue their voluntary participation.

- 6.1.5 A trial period of 48 weeks will be conducted and a review of these rostered operations will be carried out by the Commission approximately 40 to 42 weeks after the commencement of these weekly rosters.

- 6.1.6 Employees may volunteer for longer and continued participation in these rosters if desired.

- 6.1.7 Gas Tanker Operators may work an evening shift between the hours of 5 p.m. to 1 a.m. These hours may be changed by agreement between the company and employee.

Employees will work a maximum of 4 weeks on this shift and then revert back to a day worker.

Employees shall be allowed a paid meal break during this shift of one half hour at a time to suit the company and employee.

- 6.1.8 The company shall keep a register of the daily hours worked for each employee and this record shall be accessible to all concerned employees and authorised officers of the Union and the appropriate inspectorate.

All written notices of change in working hours or written agreements shall be held in such register.

### **6.2 Overtime**

- 6.2.1 Subject to approval by the company, all time worked by employees, except as otherwise provided, in excess of the ordinary working hours or before the ordinary starting time or after the ordinary ceasing time shall be deemed overtime and shall be paid for at the rate of time and a-half for the first 3 hours and double time thereafter.

Overtime shall be calculated to the nearest quarter hour.

- 6.2.2 Any employee called upon to work overtime outside of an ordinary working day in accordance with any agreement made pursuant to clause 6.1 (Hours) shall be entitled to a minimum period of 3 hours' work or payment therefor.

- 6.2.3 All work done on Sundays shall be paid for at the rate of double time with a minimum period of 3 hours' work or

payment therefor.

- 6.2.4 Where employees are required to report for work between midnight and 6 a.m. they shall be paid at the rate of double time for all time so worked up to the ordinary starting time:

Provided that any call out between 6 a.m. and the ordinary starting time shall be paid for at the rate of time and a-half.

Clause 6.2.4 would not apply to employees undertaking specific project work covered by an Industrial Agreement.

#### 6.2.5 *Call back*

An employee, other than an employee rostered for duty outside ordinary working hours in accordance with clause 5.5, who is recalled to work overtime after leaving the company's business premises on any day, Monday to Saturday inclusive (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 they are so recalled. However, an employee may be required to attend to any additional calls which arise during the initial call back. Where this occurs it shall be included in the payment for the initial call back unless the employee works beyond 4 hours in which case payment shall be made until completion of duty.

Clause 6.2.5 shall not apply in cases where it is customary for an employee to return to the company's premises to perform a specific job outside their ordinary working hours, or where the overtime is continuous (subject to a reasonable meal break) with the completion or commencement of ordinary working time.

- 6.2.6 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 period has commenced. Such meal period shall be of the prescribed duration.

- 6.2.7 Where an employee is required to work for more than 2 hours before the ordinary starting time, or to continue working for more than one and a-quarter hours after the ordinary ceasing time the employee shall be allowed, after the expiration of the said 2 hours or one and a-quarter hours, a half-hour break in the company's time at the work place.

At the expiration of every 4 hours from the end of the break the employee shall be allowed one half hour rest break in the Company's time.

These meal breaks may be amended by agreement between the employee and the Company so as not to interfere with continuity of work.

- 6.2.8 Employees shall be supplied with a meal at the break times mentioned in clause 6.2.7 or shall be paid the sum of \$9.60 in lieu of each such meal.

- 6.2.9 An employee who works so much overtime, between the termination of their ordinary work on one day and the commencement of their ordinary work on the next day, that the employee has not at least 10 consecutive hours off duty between those times shall, subject to clause 6.2.9 be released after completion of such overtime until the employee has had 10 consecutive hours off duty without loss of pay for ordinary working hours occurring during such absence.

If on the instructions of the Company such an employee resumes or continues work without having had such 10 consecutive hours off duty, they shall be paid double rates until the employee is released from duty for such period and the employee shall then be entitled to be absent until the employee has had 10 consecutive hours off duty without loss of pay for ordinary working time occurring during such absence.

Provided that where an employee is recalled to work overtime and works not more than 2 hours' overtime clause 6.2.9 shall not apply.

### **6.3 Rest pauses**

The working day shall be divided into 3 distinct working periods and every employee shall be entitled to a 20 minute pause in the company's time preferably after the expiration of the first working period. This arrangement may be changed by agreement between the company and the employee.

## **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 Appendix shall at the end of each year of employment be entitled to annual leave on full pay of not less than 4 weeks.

- 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 7.1.5) shall be paid for by the Company in advance (subject to clause 5.1)) at the classification rate being paid to the employee prior to that leave.
- 7.1.3 If the employment of any employee is terminated at the expiration of a full year of employment the Company shall be deemed to have given the 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 to the employee, the employee's pay calculated in accordance with clause 7.1.5 and also the employee's base rate pay for any public holiday occurring during such period.
- 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 to the employee, an amount equal to 1/12th of their pay for the period of their employment calculated in accordance with clause 7.1.5.

#### 7.1.5 *Calculation of annual leave pay*

In respect to annual leave entitlements to which clause 7.1 applies, annual leave pay (including any proportionate payments) shall be calculated (subject to clause 5.1) as follows:

- (a) The employee's base wage rate as prescribed by the Appendix for the period of the annual leave; and
- (b) A further amount calculated at the rate of 17 1/2% of the amount referred to in clause 7.1.5(a).

7.1.6 Reasonable notice of the commencement of annual leave shall be given to the employee.

7.1.7 Except as hereinbefore provided, it shall not be lawful for the Company to give or for any employee to receive payment in lieu of annual leave.

## **7.2 Sick leave**

7.2.1 Every employee shall be entitled to 7.6 hours' sick leave for each 190 hours completed period of employment, to a maximum of 76 hours' sick leave for each completed year of employment.

7.2.2 Every employee absent from work through illness, shall, on the production of a certificate from a duly qualified medical practitioner certifying the inability to attend work of the employee and the period or approximate period during which the employee will be unable to work (or of other evidence of illness to the satisfaction of the Company) and subject to the Company being promptly notified, become entitled to payment in full for all time so absent from work:

Provided the employee shall inform the Company of such employee's inability to attend for duty prior to the commencement of the day or shift, and as far as possible, state the nature of the injury or illness and the estimated duration of absence:

Provided further that where an employee does not notify the Company of the employee's inability to attend for duty, if possible prior to the commencement of the day or shift, without a reasonable excuse, the employee shall not be entitled to payment for the first day of such absence, provided, however, in cases of accident, to receive payment for the above the employee shall provide reasonable proof that the employee was unable to attend for duty on account of such incapacity or illness:

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

7.2.3 Sick leave shall be cumulative, but unless the Company and employee otherwise agree, no employee shall be entitled to receive and the Company shall not be bound to make, payment for more than 13 weeks' absence from work through illness in any one year.

#### 7.2.4 *Procedure for monitoring sick leave usage*

The company and the Union(s) recognise that abuse of sick leave constitutes a significant industrial relations issue and cost overhead, and in this Appendix recognise that both the company and the Union(s) will collaborate on reducing its incidence, and agree to a range of initiatives to examine trends and causes.

The parties recognise that sick leave is unlike annual or long service leave in that sick leave is conditional upon an employee being ill or injured to the point of being unfit for duty.

It is an insurance to protect the employee and family against hardship should the employee be unable to continue in their normal occupation when injured or ill.

As one measure only, the parties agree to implement the following procedure:

- (a) This procedure is designed to equitably scrutinise sick leave usage by employees.
- (b) At the end of each 3 monthly period, the responsible officer will review attendance of employees' records who have been absent from work for more than 3 days on sick leave.
- (c) Such officer or nominated delegate will then have the matter examined in the following manner:
  - (i) Check the pattern of leave.
  - (ii) Check if this pattern is unusual for the employee.
  - (iii) Check with the employee regarding any personal problems or situations which may be affecting the employee.
  - (iv) The results of the above checks should be recorded for future information.
- (d) If the results of 2 consecutive periods show possible unsatisfactory attendance and reasons for absence, then the following actions should be taken:
  - (i) Formally notify the employee of a forthcoming interview between the responsible officer, or their nominated delegate, in the presence of the employee's supervisor and notify the employee they may have a Union representative present if that employee so requests.
  - (ii) If the discussion in respect to the absences does not provide satisfactory reason for the absences then a letter is to be sent to the employee, stating management's assessment and the intended procedure to be followed in future. The employee will be entitled to have filed their explanation.
  - (iii) If a similar pattern is observed in the next period, the employee is again interviewed (as in clause 7.2.4(d)(i) and (ii)), and if the interview results in unsatisfactory reasons again being given, then a second letter is to be sent to the employee, indicating proof of illness may be required for any further absence for the next 6 months.
  - (iv) If the above action still results in further substantiated unsatisfactory attendance at work then the employee may face disciplinary action.

7.2.5 The above procedure does not operate to withdraw the Company's right to take termination procedures or other disciplinary action against any employee if that employee has been guilty of filling out a false sick leave application form and claim in sick leave pay when that person was not actually sick.

Similarly, the above procedures do not repudiate a Union's right to take the matter to the appropriate Tribunal where the employee is dismissed for alleged unsatisfactory attendance.

7.2.6 The continuity of employment of an employee with the Company for sick leave accumulation purposes shall be deemed to be not broken by any of the following:

- (a) Absence from work on leave granted by the Company;
- (b) The employee having been dismissed or stood down by the Company, or the employee having themselves terminated their employment with the Company, for a period not exceeding 3 months: Provided that the employee shall have been re-employed by the Company.

7.2.7 The period during which the employment of the employee with the Company shall have been interrupted or determined in any of the circumstance mentioned in clause 7.2.6 shall not be taken into account when calculating the period of employment of the employee with the Company.

7.2.8 The parties agree to monitor the introduction of the above procedures in conjunction with the Joint Consultative Committee.

### **7.3 Bereavement leave**

#### *7.3.1 Full-time and part-time employees*

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

work. Proof of such death is to be furnished by the employee to the satisfaction of the employer.

#### 7.3.2 *Long-term casual employees*

- (a) A long-term casual employee is entitled to at least 2 days unpaid bereavement leave on the death of a member of the person's immediate family or household in Australia.
- (b) A "long-term casual employee" is a casual employee engaged by a particular employer, on a regular and systematic basis, for several periods of employment during a period of at least one year immediately before the employee seeks to access an entitlement under clause 7.3.2.

#### 7.3.3 "Immediate family" includes:

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

#### 7.3.4 *Unpaid leave*

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

### **7.4 Long service leave**

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

### **7.5 Family leave**

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

#### 7.5.1 It is to be noted that:

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

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

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

### **7.6 Public holidays**

#### 7.6.1 Subject to clause 7.6.7 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 are 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 will be paid a full day's wage for that day and in addition a payment for the time actually worked by the employee at one and a-half times the ordinary time rate of pay 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 will 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 *Double time and a-half*

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

#### 7.6.5 *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.

#### 7.6.7 *Substitution*

Where there is agreement between the employer and the majority of employees concerned, a public holiday may be substituted for another day. If such other day is worked, then payment for that day will be at the rate of double time and a-half at the employees' ordinary time rate of pay.

### **7.7 Jury service**

7.7.1 An employee who operates under this Appendix and is required to attend jury service during ordinary working hours shall be reimbursed by the Company for the difference between the amount paid in respect to attendance for jury service and the amount of wage which would have been received in respect to ordinary time should the employee have worked and not have been on jury service.

7.7.2 An employee shall notify the Company as soon as possible of the date upon which the employee is required to attend jury service. The employee shall give the Company proof of attendance and the duration of such attendance and the amount received in respect of such jury service.

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

### **8.1 Fares and travelling**

8.1.1 The hours of work are expected to be performed by employees actually on the job. It is recognised that work is conducted by the Company over operational areas and, as such, usual places of work will vary. Employees are expected to travel to the usual places of work in their own time and any previous fares or travelling costs are included in the rates prescribed.

8.1.2 Where an employee may be required to work in an area outside of the declared Brisbane and Toowoomba franchise area(s), respectively, any additional travelling time will be paid at their usual ordinary time rate.

8.1.3 Except as is herein otherwise provided, if any employee is required by the Company during their working hours to travel on the Company's business, they shall be paid their fares and travelling time. If the employee uses their own vehicle for travelling, they shall be paid an allowance of 52 ¢/km.

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

### **9.1 Training**

9.1.1 The parties to this Appendix are committed to co-operating positively to increase efficiency and productivity and to enhance the career opportunities and job security of employees through a greater commitment to training and

skill development. Accordingly, the parties commit themselves to:

- (a) Developing a more highly skilled and flexible workforce;
- (b) Providing employees with career opportunities through appropriate training to acquire additional skills;
- (c) Removing any barriers that may exist to the utilisation of skills acquired.

9.1.2 The parties agree to work towards having such training accredited by the relevant Training Authority.

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

### **10.1 General**

10.1.1 The parties recognise their responsibilities for duty of care under the *Workplace Health and Safety Act 1995* and will comply accordingly.

10.1.2 The Company, where considered necessary, shall provide appropriate work clothes, boots and necessary safety equipment which the employee shall wear or use as required.

10.1.3 Failure to wear or use appropriate safety equipment as required shall deem to be unsafe practice.

10.1.4 Where employees are permanently engaged on a site, the Company shall provide necessary sanitary facilities and shelter sheds during meal hours.

10.1.5 When the Team Leader decides that it is too wet for ordinary work to be carried out, suitable waterproof clothing will be provided to employees to enable the site to be made safe for works or traffic. No additional payment will be made for such work performed.

10.1.6 In the event that work is required to be performed continuously in the rain, employees shall be paid double rates for all work so performed.

10.1.7 Where double rates are payable in accordance with clause 10.1 it shall be payable for the period commencing from the start of such work until the employee is able to change into dry clothing or until the employee finishes their work, whichever is the earlier:

Provided further that clause 10.1 shall not apply to gas tanker operators, servicepersons, meter readers and others for whom provision is made in clause 10.1.8.

10.1.8 Suitable waterproof clothing or other equipment shall be supplied by the company to gas tanker operators, servicepersons, meter readers and others, who are required to work in the rain:

Provided that these employees shall not be directed to work in heavy rain.

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

### **11.1 Deduction from wages**

The company shall, on the request in writing of any employee, pay to the Union, out of the money due to such employee in respect of wages, the annual contribution of such employee as a member of the Union.

## **ATTACHMENT A**

### **Foreword**

This document provides guidelines for the positions covered at the various levels called up in this Award.

The appointment of an employee to a position will be dependant upon the person being capable of performing the functions at that level in a competent manner. This requires that the person is not only qualified for the position, but has sufficient experience and level of skills to meet the standards of proficiency necessary to undertake the duties of the position with minimal supervision.

It is understood that entry levels will be provided with training, whether "on the job", "in house", or by external providers, sufficient to achieve a standard of performance which is deemed to be that of a competent employee for that level, within a period of a few months.

Employees will be encouraged to undertake further training which will qualify them for higher levels.

However, the attainment of qualifications does not automatically promote the employee to the level which requires those qualifications as prerequisites. Promotions may only occur when vacancies to positions arise.

## **Gas Industry employee - Level I**

### **Role**

An employee of this level works under close direction and undertakes routine activities which require the practical application of basic skills and techniques.

### **General Features**

Employees graded at this level carry out clearly defined activities with outcomes being readily attainable.

Performance will be closely monitored with instruction and assistance being readily available.

Employees will be expected to demonstrate responsibility and accountability for the tasks they are directed to perform whilst working within established routines, methods and procedures. With experience, employees may have sufficient freedom to exercise judgement in the planning of their own work within those confines.

Work roles initially involve the employee in "on the job" training and familiarisation with conduct of the work area. Work may be varied to provide the employee with an appropriate breadth of experience within the area. They will be required to use basic numeracy, written and verbal communication skills.

### **Knowledge**

This level is basic entry and the applicant would be expected to have sufficient communication skills to understand instructions, and relay information clearly.

Most tasks can be learned fairly quickly because of the routine, simple, or repetitious nature of the work.

### **Skills**

Skills required at this level include:

- the ability to learn simple work practices
- the ability to learn and understand policies and procedures relating to the work of the section
- where basic numeracy, keyboard skills, written and verbal communications are required, development of these skills may be progressed as the employee advances through this level.

### **Qualifications**

**Clerk Grade 1** would be required to read and understand basic English and to be able to communicate effectively using spoken English. Basic cash handling is also required. Computer terminal keyboard use, and Switchboard Operator training will be provided "on the job".

**General Hand/General Hand Pipeline** would be required to clearly understand verbal instructions in English, and be able to move to a variety of work locations within the gas reticulation area covered by the working team. To advance in this field the person would receive both "on the job" and "off the job" training in modules leading to CNO167 Certificate 1 in Gas Mains Services Construction and Maintenance.

**Plant Maintenance employee Grade 1** would be required to operate residential type gardening equipment and to clearly understand verbal instructions in English.

For advancement to the next level in their field of work, all positions would require an "A Class" driver's licence issued by Queensland Transport.

### **Training**

Basic Industry Safety Induction Training will be arranged for all entry positions. Training providers may be "in house" or externally sourced.

On the job training includes development of knowledge of the policies and practices of the section and an understanding of applicable work procedures.

Employees would be expected to complete required skill modules for progression within the band.

Employees would not be deemed to be competent in this level until the basic skills and procedures which are performed by their section at this level can be undertaken proficiently with minimal supervision.

### **Responsibilities**

Responsibilities of a work role within this band may include some of the following:

- undertake routine activities of an administrative or support nature,
- undertake straight forward operation of equipment such as, keyboard, tools of trade and implements,
- provide routine information including reception,
- apply established policies and procedures.

Positions identified within this level include:

Clerk Grade 1 (Mail Clerk Head Office)  
General Hand  
General Hand - Pipelines  
Plant Maintenance employee Grade 1

### **Gas Industry employee - Level II**

#### **Role**

An employee of this level works under regular direction within clearly defined guidelines and undertakes a range of routine technical/administrative activities requiring the application and continuing development of acquired skills and knowledge.

#### **General Features**

Employees perform functions which are defined by established routines, methods standards and procedures with limited scope to exercise initiative in applying work practices and procedures.

Supervision is routine with the employee receiving broad instructions on work to be performed except when new or unusual features require more specific instructions.

In their role employees may be responsible for a minor function or may contribute specific knowledge or specific skills to the enactment of their duties.

Employees graded at this level are expected to demonstrate responsibility and accountability for planning and organising their own work which is performed within established routines, methods and procedures. They will be required to manage their own time and possibly resolve minor work procedural issues in their relevant work area within established constraints. Work is checked on completion.

#### **Knowledge**

Entry at this level would require completion of some form of formal education which is equivalent to Junior certificate level at high school supplemented by some work experience in a relevant field.

Other requirements are:

- knowledge of established work practices and procedures relevant to the work area
- knowledge of policies and regulations relating to the work area
- understanding of basic computing, work processing and office equipment.

#### **Skills**

Skills required at this level include:

- ability to perform simple calculations
- ability to apply techniques relevant to the work area

- ability to operate simple tools or machines
- ability to use a keyboard in the operation of a computer.

### **Qualifications**

**Clerk Grade 2** shall be the holder of a current "A Class" drivers licence issued by Queensland Transport.

Training in the computer based utilisation will commence at this level.

**Gas Operations Vehicle Driver Grade 1** shall be the holder of a current "A Class" driver's licence issued by Queensland Transport. Training will be provided in procedures for the safe removal and installation of gas meters and L.P. gas cylinders. A competent person at this level shall be proficient in these procedures.

**Meter Reader** shall be trained in procedures relating to the use of hand held data loggers. This training may be delivered "on the job" or by external training providers.

A competent Meter Reader shall be proficient in this process.

A current "A Class" drivers licence issued by Queensland Transport will be required for advancement in this field of work.

**Meter Repairer Grade 1** shall be trained "inhouse" in the techniques and procedures required to dismantle and rebuild simple gas meters. Training will also be provided in the use of a computer monitored testing bell for the calibration of repaired gas meters.

A competent Meter Repairer shall be proficient in these procedures. To advance in this field of work, training in the use of precision measuring instruments and methods of large volume gas meter calibration will be provided "on the job" or by external providers.

### **Responsibilities**

Responsibilities of a work role within this band may include some of the following:

- undertake a range of activities requiring the application of established work practices and exercise limited initiative and judgement within clearly established procedures and guidelines,
- achieve clearly defined outcomes,
- operate a computer and ancillary equipment,
- provide routine information to customers and maintain good customer relations,
- provide administrative support requiring the exercise of sound judgement, initiative and confidentiality,
- comply with appropriate rules and regulations,
- ensure that company property is maintained within established guidelines and policies.

Where prime responsibility is the operating of a motor vehicle or company equipment it must be carried out with compliance to established practices and procedures and applicable government regulation.

Where prime responsibility is the handling of a variety of information or the processing of a variety of information there will be a need for accuracy and timely dissemination of data.

Positions identified within this Level include:

Clerk Grade 2 (Mail Clerk Operations Centre)  
 Gas Operations Vehicle Driver Grade 1  
 Meter Reader  
 Meter Repairer Grade 1

### **Gas Industry employee - Level III**

#### **Role**

Employees in this Level carry out moderately routine work using a more extensive range of appropriate skills and

knowledge and receiving direction in the application and further development of skills and knowledge appropriate to the work. Procedures, methods and guidelines are well established.

### **General Features**

Employees perform tasks or activities of increasing complexity using knowledge, judgement and work organisational skills. They are expected to demonstrate responsibility and accountability for their own work with assistance being available from supervisors. employees may receive guidance on the broader aspects of their work and may assist other employees and tradespeople with direction and technical knowledge.

Work roles within this Level allow employees the scope to exercise initiative in the application of established work practices.

Employees may be required to assist in co-ordinating a small work team, undertake some complex operational work and may be involved in planning and co-ordination of activities within the work area.

Employees will be responsible for organising and planning their own work and when applicable that of employees under their guidance. They should be able to assist with on the job training as required. Supervision is limited with the employee receiving specific instructions only when new procedures or tasks are involved. Work is checked on completion.

### **Knowledge**

Entry at this level would assume some work experience after completing formal education to Junior High School or an equivalent level of competence obtained through a structured training or a demonstrated competency of suitable skills gained through work experience.

Other requirements are:

- working knowledge of gas industry codes and regulations relevant to the work area
- thorough knowledge of established work practices performed within the work area.

### **Skills**

Skills required at this level include:

- the ability to perform simple calculations
- the ability to employ correct grammar and write basic prose for communication with other departments and with the public in general
- the ability to utilise technical knowledge
- the ability to operate tools and equipment relative to the role
- the ability to meet the requirements to obtain specified licences applicable to the role being performed
- the ability to progress through further training towards trade qualifications, or customer service and communications, whichever is applicable to the career path.

### **Qualifications**

**Storekeeper** shall hold a licence to operate a forklift truck up to 10 tonnes capacity.

Storekeepers shall be trained in the warehousing procedures and in operating a computer terminal associated with the M.I.M.S. processes. This training will be provided "in house".

**Mainlayer Assistant** shall be the holder of CNO167 Certificate 1 in Gas Mains and Services Construction and maintenance issued upon successful completion of the course.

**Clerk Grade 3** will be trained in the use of a computer terminal and the application of computer based systems.

Such systems include:

- purchasing and supply (MIMS)
- customer information system (ACIS)

This training will be provided "inhouse".

**Gas Operations Vehicle Driver Grade II** shall be the holder of a "C Class" drivers licence issued by Queensland Transport. The driver shall be trained in the procedures required to handle and install L.P. gas cylinders. This training shall be provided "inhouse".

**Overdue Account Collector** shall be competent in the reading of all types of gas meters, and in the collection of outstanding payments from gas consumers. Training will be provided in "Customer Relations" using "inhouse" or external providers. Training in 2-way radio procedures will be delivered on the job. A current "A Class" drivers licence issued by Queensland Transport is mandatory.

**Plant Maintenance employee Grade II** shall be competent in basic trade skills and demonstrate the ability to organise resources. An "A Class" drivers licence issued by Queensland Transport is mandatory.

### **Responsibilities**

The responsibilities of a work role within this Level may include some of the following:

- within established technical guidelines undertake responsibility for tasks or activities of a specialised area,
- assist in a range of functions and contribute without taking sole responsibility to interpretation of matters for which there are no clearly established practices and procedures,
- ensure that all tasks and activities are completed in a timely manner accepting accountability for the quality of workmanship and compliance with industry standards,
- exercise responsibility for the communication of customer requirements and the transfer of customer's funds where payments are received in the field,
- provide clear and precise documentation of all relevant activities and transactions,
- where prime responsibility lies in a technical field, apply established practices and procedures in the conduct of a range of technical activities,
- where prime responsibility is the operating of a motor vehicle or company equipment it must be carried out with due care and attention to established practices, procedures and government regulations.

Positions included in this Level are:

Clerk Grade 3  
Gas Operations Vehicle Driver Grade 2  
Main Layer Assistant  
Overdue Account Collector  
Plant Maintenance employee Grade 2  
Storekeeper

### **Gas Industry employee - Level IV**

#### **Role**

Employees work under general direction in functions that require the application and further development of skills and knowledge appropriate to the work. Guidelines and work practices are generally established.

#### **General Features**

Under broad instruction employees perform activities or functions involving the application of knowledge and skills gained through a structured course and previous experience. employees will be expected to contribute specialist knowledge on projects in their appropriate work related areas. There is scope for initiative in the application of established work practices. Work roles may involve a range of functions which could contain a limited component of supervision. At this level employees may either broaden their skill base or further develop a skill specialisation.

They will demonstrate responsibility and accountability for their own work and display initiative, discretion and judgement as required.

They may be required to assist with on the job training as required.

Work roles may involve employees in internal and external liaison and communication activities. Since supervision is

minimal, work is subject to final review and report back. Assistance is readily available for specific problems.

## **Knowledge**

Entry to this level will assume at least 6 months work experience subsequent to the completion of formal education to Junior High School or to an equivalent level of competence obtained through a structured training.

Other requirements are:

- knowledge of statutory requirements relevant to the work area
- understanding and application of good customer relations techniques
- employees are expected to continue to enhance their knowledge and skill base through appropriate structured training.

## **Skills**

Skills required at this level include:

- ability to perform simple calculations
- ability to employ correct grammar and write basic prose
- ability to use and maintain tools of their trade and relevant to operational equipment
- ability to qualify for and obtain qualifications required for necessary licences
- ability to operate simple equipment or machines
- ability to use a keyboard in the operation of a computer terminal
- ability to conduct credit card transactions

## **Qualifications**

**Gas Tanker Operator Grade 1** shall be the holder of a "C Class" drivers licence, issued by Queensland Transport for rigid vehicles, without restrictions.

This operator shall be required to undertake training in the storage and handling of L.P.G. which will be provided by Allgas or other training providers. Similarly, training will be undertaken to obtain a "Dangerous Goods Vehicle Drivers Licence" issued by Queensland Transport.

**Terminal Attendant** shall undertake training in the storage and handling of LPG which shall include fire fighting procedures applicable at terminals. This training will be commissioned using "inhouse" or external training providers.

**Meter Repairer Grade 2** shall be competent in the service and repair of large gas meters used for industry and of gas pressure controlling regulators. This training shall be provided "inhouse".

**Plant Maintenance employee Grade 3** shall be trained in the principles of gas metering and pressure regulation. These employees shall be competent in the reading, adjustment, and routine servicing of these instruments. Other competencies shall relate to location of gas leakage and the care of the instruments used for this task. This training shall be provided "inhouse".

**Clerk Grade 4** shall be competent in the use of a keyboard for computer terminal operations. Training in Customer Service Communications shall be provided but proficiency in this process is required before the person can be considered to be competent at this level.

## **Responsibilities**

To contribute to the operational objectives of the work area. A work role may include some of the following:

- undertake activities which may require an employee to exercise judgement or contribute knowledge and skills where procedures are not fully defined,
- perform duties of a specialised nature requiring the development of knowledge over time,
- identification of specific or desired performance outcomes,

- under general direction an employee may plan and co-ordinate minor works, take responsibility for such works. These responsibilities could typically include:
  - ensure that work groups complete assignments to the standards and quality of work in compliance with regulations, codes and specifications.
  - where prime responsibility lies in a technical or administrative field employees perform moderately complex functions including projects which impact on the section and other departments. They also provide assistance in reviewing work done by others,
- where prime responsibility lies solely in an administrative area the employee would provide administrative support of a complex nature to departmental managers,
- undertake a wide range of activities associated with programme, activity or service delivery,
- undertake computer based work requiring system knowledge and experience,
- balance and reconcile monies received from various areas.

Positions included in this Level are:

Clerk Grade 4 (Data Entry Operator, Cashier, Receptionist)  
 Plant Maintenance employee Grade 3 (Leak Survey Technician)  
 Meter Repairer Grade 2  
 Terminal Attendant  
 Gas Tanker Operator Grade 1 (operating a tanker up to 4,500 litres).

### **Gas Industry employee - Level V**

#### **Role**

Employees undertake a range of functions requiring the application and continuing development of knowledge and skills to achieve results.

In addition employees may be required to supervise projects or part of a total programme of a complex nature.

Employees receive general direction from departmental managers and adhere to established work practices however they may be required to exercise initiative and judgement where practices and direction are not clearly defined. employees working at this level will have highly developed skills in either an extended skill base or in a field of specialisation.

#### **General Features**

Employees are involved in establishing work programmes. Work roles may include a range of activities or functions and involve the employee in internal and external liaison and communication activities. The employee will have responsibility and accountability for the every day operation of the function and scope to exercise initiative in the application of established work procedures. Work may also involve specialist knowledge in a more limited number of functions or disciplines. employees may be required to provide advice and assistance to others in their work group or affiliated department.

Work roles demand the application of knowledge which is gained through qualifications and previous experience. They will be required to set priorities and monitor work flows in their area of responsibility as well as being accountable for the quality of workmanship.

Employees are required to plan and organise their own work and that of employees under their guidance and to establish the most appropriate operational methods. In addition interpersonal skills are required to gain the co-operation of customers and other employees. Specialists may be required to provide multi-disciplinary advice.

#### **Knowledge**

Entry to this level will assume 2 years of work experience subsequent to formal education to Junior High School or to an equivalent level of competence obtained through a structured course.

Other requirements are:

- knowledge of departmental programmes, policies, and activities
- sound discipline knowledge gained through qualifications and experience

- extensive knowledge of industry codes of practice, rules and regulations
- employees are expected to continue to enhance their knowledge and skill base through appropriate structured training.

### **Skills**

Skills required at this level include:

- the ability to perform simple calculations, employ correct grammar and write basic prose
- the ability to qualify for and obtain the necessary licences to carry out specific functions of the role
- the ability to communicate effectively, relay information, and maintain accurate records
- the ability to understand written work practices and to practise safe procedure in applying the work practices.

### **Qualifications**

**Serviceperson Grade I** shall hold a licence issued by the Queensland Government Gas Examiner as a Gas Serviceperson. This shall follow from a successful completion of CNL75 Gas Servicing Course provided by TAFE.

An "A" Class drivers licence issued by Queensland Transport is mandatory.

**Salesperson** shall have successfully completed modules GAS302, GAS303, GAS304 and GAS307 from CNL59 provided by TAFE.

**Mainlayer Grade 1** shall be the holder of CNO168 Certificate II in Gas Mains and Services Construction and Maintenance upon successful completion of the course.

An "A" Class drivers licence issued by Queensland Transport is mandatory.

**Clerk Grade 5** will be experienced in the use of computer systems. These systems include:

- M.I.M.S. used in purchasing, warehousing, and stores control
- The customer information system for the provision of billing, customer servicing, customer metering, customer receipting and L.P.G. despatching,

Courses in these systems are conducted on an as needed basis.

- Word Processing
- Spreadsheets

Courses conducted either in house or by external providers.

### **Responsibilities**

Responsibilities of a work role within the band may include some of the following:

- responsible for a range of function within a section,
- undertake responsibility for a moderately complex project,
- establish priorities and monitor work flow in area of responsibility,
- exercise operational responsibility for projects,
- exercise judgement and initiative when work practices are not clearly defined,
- assist with the establishment of work programmes.

where prime responsibility lies in a technical field:

- exercise initiative and judgement in the selection and application of established principles and techniques.

Positions included in this Level include:

Clerk Grade 5 (Installations Clerk, Service Clerk, LPG Clerk, Billing Clerk, Sales Clerk, Accounts Clerk, Distribution Clerk, Batching Clerk, Stores Clerk, Relief Clerk)  
Salesperson  
Main Layer Grade 1  
Serviceperson Grade 1

## **Gas Industry employee - Level VI**

### **Role**

Employees work under limited direction from more senior employees and undertake a range of functions for which operational policies, work practices and guidelines have been developed. Increasing emphasis is placed on the acquisition and application of advanced trade/administrative skills.

### **General Features**

Employees will apply specialist knowledge based on their qualifications, previous training and experience in areas relevant to their discipline.

They are given the scope to influence the implementation of projects in the relevant work areas and would be expected to demonstrate their specialised or extended skill base in positions demanding the exercise of independence and authority.

They will be expected to apply company procedures and work practices to increasing both quality of workmanship and productivity. Supervision of employees from other disciplines may be a feature as well as the co-ordination and control of projects.

Work roles will require responsibility for decision making in the particular work area and the provision of credible advice. employees will be required to provide consultation and assistance relevant to the area and to set outcomes for the work area for which they are responsible.

Employees may exercise limited supervisory responsibility for large work projects, work independently as specialists or may be a senior member of a project team.

Managing time is essential so outcomes can be achieved. A reasonable level of interpersonal skills is required to liaise with customers and the public and to develop and motivate team members.

### **Knowledge**

Entry to this level will assume 3 years of work experience has been obtained in a similar role after the completion of Junior high school or equivalent levels of competence obtained through other structured courses.

It requires:

- discipline knowledge gained through experience training or education
- detailed knowledge of activities and work practices relevant to the work area
- knowledge of organisation structure and functions.

### **Skills**

Skills required at this level include:

- the ability to perform calculations, employ correct grammar and write basic prose
- the ability to qualify for and obtain the necessary licences applicable to the role
- the ability to communicate effectively, relay information and maintain accurate records
- the ability to understand written work practices and the appropriate legislation and to apply the principles involved in those practices.

### **Qualifications**

**Gas Tanker Operator Grade 2** shall be the holder of a licence to drive rigid vehicles "C class" to unrestricted gross

vehicle masses as issued by Queensland Transport.

The driver shall also hold a licence issued by Queensland Transport for Dangerous Goods Vehicle Driver. Courses for this licence are commissioned on a regular basis using various training providers.

**Service Person Grade 2** shall hold a licence issued by the Queensland Government Gas Examiner for a Gas Service Person. Certificates held will be awarded after obtaining qualifications from a TAFE College in CNL75 Gas Service Licence and in CNJ46 Restricted Electrical Level 1 to Restricted Electrical Licence I requirements.

**Plant Maintenance employee Grade 4** shall be qualified to a trade certificate level ASF Level 3 in a Mechanical Engineering or similar trade from a College of TAFE.

**Main Layer Grade 2** shall be a holder of CNO169 Certificate III in Gas Mains and Services Construction and Maintenance upon successful completion of the course.

**Clerk Grade 6** shall be competent in the Accounts Payable System.

### **Responsibilities**

Responsibilities of a work role within this level may include some of the following:

- plan, direct, control and evaluate operations on either a major single discipline or multi discipline project,
- carry out activities in accordance with company procedures and standards,
- establish work area outcomes,
- ensure projects are completed in a timely and accurate manner,
- apply proven techniques in providing specialist services,
- maintain good customer relations with customers, general public and other company employees,
- provide support to a range of activities or programmes,
- provide on the job training when required.

Positions included in this Level are:

Clerk Grade 6 (Accounts Payable Clerk)  
Gas Tanker Operator Grade 2 (operating a rigid tanker in excess of 4,500 litres)  
Main Layer Grade 2  
Service Person Grade 2  
Plant Maintenance employee Grade 4

### **Gas Industry employee - Level VII**

#### **Role**

Employees enter this band after considerable relevant experience subsequent to school leaving. Under broad direction they undertake work which is either specialised, skill based or utilises extended skill based abilities in positions demanding the exercise of independence.

#### **General Features**

Employees apply expert knowledge based upon their qualifications and considerable previous training and experience.

Supervision of a section involving one or more disciplines may be a feature as well as co-ordination and control of significant projects and programmes.

Employees are required to demonstrate proficiency in the application of theoretical or applied approaches and have accountability for their own work as defined. They will liaise with other departments in providing credible technical or administrative support. Work roles will demand responsibility for decision making and may involve basic diagnostic activities in problem solving and trouble shooting.

Managing time is essential so outcomes can be achieved. employees should develop basic interpersonal skills to gain the co-operation of customers and other employees and to deal with minor disciplinary issues within the work area if required.

## **Knowledge**

Entry to this level assumes knowledge would have been obtained by a minimum of 3 years relevant work experience after completing Junior High School or a minimum of 2 years work experience after completing Senior High School.

It requires:

- discipline knowledge gained through experience training or education
- detailed knowledge of work practices relevant to the work area
- knowledge of organisation structure and functions
- sound knowledge of equipment, machines and tools utilised in the relevant role.

Employees at this level are expected to continue to enhance their knowledge by attending appropriate formal training.

## **Skills**

Skills required at this level include:

- The ability to perform calculations, employ correct grammar, write clear prose or understand and interpret the principles of a basic trade stream skill.
- the ability to qualify for and obtain the necessary licences applicable to the role
- the ability to communicate effectively, relay information and maintain accurate records.

## **Qualifications**

**Gas Tanker Operator Grade 3** shall be the holder of an "E Class" licence issued by Queensland Transport for the driver of an articulated vehicle.

The driver shall also hold a licence for the Transport of Dangerous Goods. Courses for this licence are commissioned on a regular basis using various training providers.

**Clerk Grade 7** will be well trained in the systems relevant to the position. The person shall have basic book-keeping knowledge attained through inhouse training or satisfactory completion of basic financial accounting subjects through TAFE.

## **Responsibilities**

Responsibilities of a work role within this band may include some of the following:

- undertake significant work programmes or projects involving the use of analytical skills,
- provide advice on matters of complexity within the discipline,
- undertake a range of duties within the discipline including problem definition, planning of the exercise and judgement,
- undertake duties which involve more than one discipline,
- supervise the operation of a distinct element within a larger function,
- control and co-ordinate projects,
- provide on the job training.

Positions included in the grade are:

Clerk Grade 7 (Relief Clerk Head Office, Credit Clerk)  
Gas Tanker Operator Grade 3 (articulated)

## **Gas Industry employee - Level VIII**

### **Role**

Employees entering this band will have completed a recognised course and the complexity of their activities will be determined by the trade licence which they attain. Continued technical development to become a competent, experienced trades person is a feature of this band. employees adhere to established work practices however they may be required to exercise initiative and judgement where practices are not clearly defined.

### **General Features**

Work roles may include a range of activities or functions and may require the supervision of a small work unit. There will be a need to apply specialist knowledge based on qualifications, previous training and experience in areas relevant to their discipline. employees will be required to provide assistance and advice to other employees in the work unit and to set outcomes for the work area for which they are responsible. Work roles demand responsibility for decision making within the constraints of company policy.

Employees are required to plan and organise their own work taking responsibility and accountability for workmanship and productivity.

### **Knowledge**

Entry to this level would assume knowledge has been gained to trade qualification or equivalent supplemented by a minimum of 2 years work experience.

It requires:

- sound discipline knowledge gained through technical training and experience
- detailed knowledge of activities and work practices
- knowledge of organisational structure and function.

### **Skills**

Skills required at this level include:

- The ability to perform calculations, employ correct grammar, write clear prose and understand and interpret the principles of a basic trade are mandatory
- the ability to apply interpersonal relationship skills
- the ability to qualify for and obtain the appropriate licences and/or certificates to verify competence.

### **Qualifications**

**Trade certificates as applicable to the position are mandatory. For positions which require government and gas industry licences** these shall be a prerequisite for the appointment.

**Gas Installer Grade I** the appointee will hold a Certificate in Gas Installers Licence Level I issued by TAFE after completion of CNL59. The Gas Installers Licence Level I shall be obtained from the Queensland Government Gas Examiners office when the TAFE course is completed.

**Main Layer Grade 3** shall be the holder of a Certificate III in Gas Mains and Services Construction and Maintenance after completing the course. CNO169 conducted by the Company supplemented by a further study in a Supervisor Course conducted by a TAFE College.

**Plant Maintenance employee Grade 5** shall have completed courses in relevant modules of CNL62 after completing a trade certificate to ASF Level 3 in a course with relevant Stream Skills to CNL59 by TAFE.

**Clerk Grade 8** would gain proficiency through formal training in financial accounting subjects or extensive clerical experience.

### **Responsibilities**

Responsibilities of a work role within this band may include some of the following:

- control and co-ordinate projects,
- provide specialist advice and assistance relative to the discipline,
- exercise technical judgement within prescribed areas,

- provide reports on progress of project activities including recommendations,
- carry out work related activities maintaining standards of accuracy and quality as dictated by company work practices and policies,
- maintain and operate tools and equipment in the prescribed manner,
- keep up to date with trade practices and industry regulations.

Positions included in this Level are:

Clerk Grade 8  
 Gas Installer Grade 1  
 Main Layer Grade 3  
 Plant Maintenance employee Grade 5

### **Gas Industry employee - Level IX**

Employees operate under broad direction. They may exercise responsibilities for various functions within a department and perform work of considerable difficulty and accountability requiring significant functional and analytical resource management and personal competencies. employees may be expected to possess a comprehensive theoretical and applied knowledge of specialised subjects.

#### **General Features**

Employees require a high level of proficiency in the application of theoretical or applied approaches in the search of optimal solutions to problems and opportunities in day to day operations of a section.

Work roles will demand responsibility for decision making within the constraints of company policy and role guidelines as well as providing scope for initiative in applying work practices and procedures. Employees will be required to provide advice and support to other departments and to communicate information or data on request. employees are expected to have responsibility and accountability for their own work, in addition they may have responsibility for the operation of the organisational unit in which they work.

#### **Knowledge**

Entry to this band would assume formal education equivalent to Senior High School standard supplemented by more than 5 years relevant work experience.

This level requires detailed knowledge of programmes, activities, and work practices relevant to the work area. Further discipline knowledge would have been gained through experience, training or education.

Extensive knowledge of the Gas Industry Award is required. Some knowledge of the Workers Compensation Act relevant to wages and salaries is also necessary.

#### **Skills**

Skills required at this level include:

- The ability to perform algebraic calculations, employ correct grammar, write clear prose and understand the principles of basic bookkeeping.
- the application of techniques relevant to the work area
- the ability to apply interpersonal relationship skills in communicating with other employees
- proficiency in the utilisation of the payroll system.

#### **Qualifications**

**Clerk Grade 9** would be well trained in the application of the payroll processing system and spreadsheet programmes. This proficiency would be based upon a background in accounting and administration gained by formal training or by extensive clerical experience. The competent use of a personal computer is mandatory.

#### **Responsibilities**

Responsibilities of a work role within this band may include some of the following:

- undertake significant work programmes or projects involving the use of analytical skills,
- provide advice on matters of complexity within the discipline,
- undertake a range of duties within a discipline including problem definition, planning and the exercise of judgement,
- establish work area outcomes,
- develop appropriate methodology and apply proven techniques in providing specialised services,
- provide administrative support of a complex nature,
- exercise responsibility for various functions within a work area including compliance with regulations, codes and procedures,
- undertake computer based work requiring system knowledge,
- balance and reconcile monies received from various areas.

Position included in this Level are:

Clerk Grade 9 (Payroll Officer)

### **Gas Industry employee - Level X**

#### **Role**

Employees in this level exercise senior specialised responsibilities under broad guidance from senior managers. They apply independent judgement and perform work of very high difficulty and accountability requiring extensive technical/functional, strategic/analytical resource management and personal competencies. The employee would be required to possess full accreditation licences etc. applicable to the role.

#### **General Features**

The employee will require a high level of proficiency in the application of theoretical or applied solutions to problems and opportunities.

Work roles will demand responsibility for decision making within the constraints of company policy and require employees to provide advice and support to junior tradespeople. The employees will be expected to maintain a high standard of quality and accuracy on the projects undertaken and to set outcomes for the work area for which they are responsible.

Managing time is essential so outcomes can be achieved and productivity increased. Well developed interpersonal relationship skills will be required to enhance communication and ensure good customer relationships.

#### **Knowledge**

Entry to this level will assume prior completion of the relevant post trade certificate course. Experience in the field of work would be obtained over an excess of 5 years. This level requires detailed knowledge of activities and work practices relevant to the work area, plus knowledge of organisational structure and functions.

#### **Skills**

- The ability to perform algebraic calculations, employ correct grammar and write clear prose, as well as to understand and interpret the principles of basic trade skills.
- the proficient application of the advanced discipline knowledge gained through experience, training or education
- diagnostic ability to research and resolve complex operational problems.

#### **Qualifications**

**Gas Installer Grade 2** shall hold a Certificate issued by TAFE for CNL62. Gas Installers Licence Level II as well as the Level II Gas Installers Licence issued by the Queensland Government Gas Examiner.

**Gas Serviceperson Grade 3** shall hold certificates in the Gas Appliance Servicing modules of CNL62, plus Restricted Electrical Licence Level II, and be authorised to perform service work on all gas appliances.

## Responsibilities

Responsibilities of a work role within this level may include some of the following:

- carry out activities in accordance with company standards and industry codes of practice,
- maintain good customer relations with customers, general public and other employees,
- provide superior quality workmanship and customer service on all projects,
- utilise diagnostic skills and technical competence in diverse problem solving activities,
- apply proven techniques in providing specialist services.

Positions included in this Level are:

- Gas Installer Grade 2
- Service Person Grade 3

## ATTACHMENT B

### Weekly Wage Rates

#### Level I

New Classification			\$	\$
			38 hour week	40 hour week
Clerk Grade 1			665.60	690.60
General Hand			665.60	690.60
General Hand - Pipelines			669.60	694.80
Plant Maintenance employee Grade 1			665.60	690.60

### Weekly Wage Rates

#### Level II

New Classification			\$	\$
			38 hour week	40 hour week
Clerk Grade 2			677.00	702.60
Gas Operations Vehicle Driver Grade 1			677.00	702.60
Meter Reader			677.00	702.60
Meter Repairer Grade 1			677.00	702.60

### Weekly Wage Rates

#### Level III

New Classification			\$	\$
			38 hour week	40 hour week
Gas Operations Vehicle Drive Grade 2			692.60	717.00
Main Layer Assistant			692.60	717.00
Overdue Account Collector			692.60	717.00
Plant Maint. employee Grade 2			692.60	717.00
Storekeeper			692.60	717.00

### Weekly Wage Rates

#### Level IV

New Classification			\$	\$
			38 hour week	40 hour week
Clerk Grade 4			701.80	726.60
Gas Tanker Operator Grade 1			701.80	726.60
Meter Repairer Grade 2			701.80	726.60
Plant Maint. employee Grade 3			701.80	726.60
Terminal Attendant			701.80	726.60

**Weekly Wage Rates****Level V**

			\$	\$
New Classification			<b>38 hour week</b>	<b>40 hour week</b>
Clerk Grade 5			714.70	738.20
Main Layer Grade 1			714.70	738.20
Salesperson			714.70	738.20
Service Person Grade 1			714.70	738.20

**Weekly Wage Rates****Level VI**

			\$	\$
New Classification			<b>38 hour week</b>	<b>40 hour week</b>
Clerk Grade 6			727.10	753.40
Gas Tanker Operator Grade 2			727.10	753.40
Main Layer Grade 2			727.10	753.40
Plant Maint. employee Grade 4			731.30	757.80
Service Person Grade 2			731.30	757.80

**Weekly Wage Rates****Level VII**

			\$	\$
New Classification			<b>38 hour week</b>	<b>40 hour week</b>
Clerk Grade 7			741.90	769.00
Gas Tanker Operator Grade 3			741.90	769.00

**Weekly Wage Rates****Level VIII**

			\$	\$
New Classification			<b>38 hour week</b>	<b>40 hour week</b>
Gas Installer Grade 1			777.10	806.00
Main Layer Grade 3			757.10	785.00
Plant Maint employee Grade 5			757.10	785.00

**Weekly Wage Rates****Level IX****New Classification**

		\$	\$
		<b>38 hour week</b>	<b>40 hour week</b>
Clerk Grade 9		772.00	800.60

**Weekly Wage Rates****Level X****New Classification**

		\$	\$
		<b>38 hour week</b>	<b>40 hour week</b>
Gas Installer Grade 2		799.10	829.10
Service Person Grade 3		789.10	818.60

**Weekly Wage Rates****Apprentice Gas Installers - % of Gas Installer Grade 1 (Level VIII)**

New Classification		%	\$	\$
			<b>38 hour week</b>	<b>40 hour week</b>
1st year	46		357.50	370.80
2nd year	60		466.30	483.60
3rd year	78		606.10	628.70
4th year	92		714.90	741.50

**Weekly Wage Rates****Junior Clerk Wages - % of Clerk Grade 1 (Level 1)**

		\$	\$
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<b>New Classification</b>	<b>%</b>	<b>38 hour week</b>	<b>40 hour week</b>
Under 16 years	45	299.50	310.80
16 years	50	332.80	345.30
17 year	55	366.10	379.80
18 years	65	432.60	448.90
19 years	75	499.20	518.00
20 years	90	599.00	621.50

Note The wage rates contained within Attachment B includes 1st, 2nd and the 3rd \$8.00 per week Safety Net adjustment and the \$10 safety net adjustment granted by the General Ruling.

Dated 15 July 2003.

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

Operative Date 15 September 2003