

QUEENSLAND INDUSTRIAL RELATIONS COMMISSION

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

**GLADSTONE POWER STATION AWARD - STATE 2003**

Following the Declaration of the General Ruling for Overtime Meal Allowance (matter numbers B/2010/34 and B/2010/38), the Gladstone Power Station 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 Gladstone Power Station Award - State 2003 as at 1 January 2011.

Dated 1 March 2011.

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

**GLADSTONE POWER STATION AWARD - STATE 2003**

**PART 1 - APPLICATION AND OPERATION**

**1.1 Title**

This Award is known as the Gladstone Power Station Award - State 2003.

**1.2 Arrangement**

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### **1.3 Definitions**

- 1.3.1 "Employer" means NRG Gladstone Operating Services Pty. Ltd.
- 1.3.2 "All Purpose Rate" is an employee's rate of pay encompassing the employee's base rate of pay and a number of allowances as specified in this Award in Part 5.
- 1.3.3 The "Act" shall be taken to mean the *Industrial Relations Act 1999* as amended or replaced from time to time.
- 1.3.4 The "Commission" means the Queensland Industrial Relations Commission.
- 1.3.5 "Union" means:
- (a) The Electrical Trades Union of Employees of Australia, Queensland Branch;
  - (b) Australian Services Industrial Union of Employees (Queensland Local Government, Energy, Ports, Information Technology, Social and Community Services, Queensland Branch.);
  - (c) Automotive, Metals, Engineering, Printing and Kindred Industries Industrial Union of Employees, Queensland;
  - (d) Federated Engine Drivers' and Firemens' Association of Australasia Queensland Branch, Union of Employees;
  - (e) The Association of Professional Engineers, Scientists and Managers, Australia, Queensland Branch;
  - (f) Federated Ironworkers Association of Australia (Queensland Branch) Union of Employees;

### **1.4 Award coverage**

This Award shall apply to the Employer and to those employees at Gladstone Power Station, for whom classifications and wage levels are set out in this Award:

Provided that conditions of employment for staff performing roles which are not included in the classifications described in this Award and which accordingly are not covered by this Award, shall be based on the arrangements agreed between the parties subject at all times to the provisions of the Act.

### **1.5 Operative date**

This Award takes effect from 13 February 2003.

### **1.6 Parties bound**

This Award is legally binding upon the employees as prescribed by clause 1.4, their Employer, and:

- (a) The Electrical Trades Union of Employees of Australia, Queensland Branch;
- (b) Australian Services Industrial Union of Employees (Queensland Local Government, Energy, Ports, Information Technology, Social and Community Services, Queensland Branch.);
- (c) Automotive, Metals, Engineering, Printing and Kindred Industries Industrial Union of Employees, Queensland;
- (d) Federated Engine Drivers' and Firemens' Association of Australasia Queensland Branch, Union of Employees;
- (e) The Association of Professional Engineers, Scientists and Managers, Australia, Queensland Branch;
- (f) Federated Ironworkers Association of Australia (Queensland Branch) Union of Employees;

and their members.

### **1.7 Leave reserved**

- 1.7.1 Transmission of business.

## **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 the 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 clause 2.1 may provide an appropriate mechanism for consideration of matters relevant to clause 2.1.1. Relevant Union delegates at the place of work may be involved in such discussions.
- 2.1.3 Any proposed genuine agreement reached between the Employer and employee(s) in the enterprise is contingent upon the agreement being submitted to the Commission in accordance with Chapter 6 of the Act and is to have no force or effect until approval is given.

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

### **3.1 Consultation**

The Employer will consult with employees and their representatives. Appropriate consultative mechanisms will be agreed and established between the parties.

In managing the Gladstone Power Station, the Employer will, where practicable, provide information to and seek the views of its employees through consultative mechanisms for the purpose of sound managerial decision making.

### **3.2 Grievance and dispute settling procedure**

The intent of this problem solving procedure is to resolve disagreements within the work environment. The Employer desires to consult with employees and their representatives as the problem is being resolved.

If circumstances arise where employees believe that they are being treated unfairly or without dignity, they shall have the right to appeal the decision which is affecting them through the process set out below.

At any time during the problem solving process, an employee shall have the right to be represented by a colleague or representative of their choice in presenting their case.

*Step 1* - Employees shall discuss any problem with their immediate manager.

*Step 2* - If the problem is not resolved at Step 1, the matter shall be discussed between the employee and their Manager-Once-Removed. This discussion should occur within 24 hours of the employee's request.

*Step 3* - If no agreement is reached at Step 2, the matter shall be reported to the General Manager and the appropriate relevant Union Official, to facilitate resolution of the problem.

*Step 4* - In the event that a settlement of the matter cannot be reached at Step 3, it shall be notified to the Commission in accordance with the provisions of the Act.

Provided that it is not injurious to the health of the workers concerned, or contrary to safe working procedures, work shall continue normally and the *status quo*, or without prejudice agreed work practice, shall remain in force to allow negotiations to continue.

All parties will carry out their obligations under this procedure as expeditiously as possible.

All parties 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.

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.

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 Statement of intent**

- 4.1.1 The objectives of the parties to this Award are to provide a continuous supply of electrical power to Boyne Smelters Ltd and Enertrade, at a world competitive price.
- 4.1.2 The parties recognize the importance of maintaining the availability of generating plant and continuity of the supply of electricity and are committed to resolving employee concerns effectively and speedily through full and open communication and agreed consultative, negotiation and problem solving procedures.
- 4.1.3 This objective will be best achieved by the Employer being able to operate at world class performance levels (as periodically defined, following consultation with employees) and by providing high quality customer service.
- 4.1.4 To achieve world-class performance, the Employer and its employees are committed to:
- (a) developing safe, productive, efficient and harmonious working relationships;
  - (b) ensuring the efficiency and prosperity of the business for the benefit of its shareholders, employees and the community; and
  - (c) operating the plant to ensure that it is cost competitive.

The parties acknowledge that an important factor in achieving these objectives is the need for flexibility of jobs and duties within and between work areas, subject only to limitations imposed by safety considerations, individual skill levels and the availability of training.

## **4.2 Employment categories**

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

Employment categories are:

- (a) full-time; or
- (b) part-time (as prescribed in clause 4.3); or
- (c) casual (as prescribed in clause 4.4); or
- (d) Specific task employees (as prescribed in clause 4.5).

## **4.3 Part-time employment**

- 4.3.1 Part-time employment will be offered at the discretion of the Employer, but the agreement of an existing employee is required for their contract of employment to be changed to part-time arrangements.
- 4.3.2 A part-time employee will be regularly employed for not less than 15 hours and not more than 32.20 hours of ordinary working time each week.
- 4.3.3 The spread of hours of part-time employees will be as specified for full-time employees in this Award or any Certified Agreement.
- 4.3.4 Ordinary hours and working days must be agreed and recorded at the time of engagement.
- 4.3.5 Any agreed amendment to the number of ordinary hours worked will be recorded in writing.
- 4.3.6 A part-time employee's roster, but not the agreed number of ordinary hours, may be altered by the Employer in accordance with the provisions of clause 6.1.1(c).
- 4.3.7 If work is required outside a part-time employee's ordinary hours, or the spread of hours, overtime rates will be paid at the rates prescribed in clause 6.2 (Overtime).
- 4.3.8 Part-time employees will be paid at the appropriate all purpose rate for the agreed ordinary hours.
- 4.3.9 Leave and other benefits will accrue at, as a minimum, the *pro rata* rate, except for sick leave, bereavement leave, and family leave, which will apply as set out in this Award. Details of other benefits will be as set out in the employee handbook.
- 4.3.10 Where a public holiday falls on a day upon which an employee is normally employed, that employee shall be paid the appropriate rate for the number of hours normally worked on that day, or if required to attend work, they will receive the appropriate premiums.

4.3.11 Where an employee and their Employer agree in writing, part-time employment may be converted to full-time, and vice-versa. If such an employee transfers from full-time to part-time (or vice-versa), all accrued Award and legislative entitlements shall be maintained. Following transfer to part-time employment accrual will occur in accordance with the provisions relevant to part-time employment.

#### **4.4 Casual employment**

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

4.4.2 The following conditions shall be applicable to casual employees:

(a) The ordinary hours shall not exceed 8.05 hours per day to be worked within the spread of hours prescribed in clause 6.1.1.

(b) A casual employee shall be paid at the rate of 23% per hour in addition to the ordinary hourly rates with a minimum payment of 2 hours for each engagement.

(c) All time worked in excess of 8.05 hours per day or outside the spread of hours in clause 6.1.1, shall be paid at the appropriate overtime rate.

#### **4.5 Specific task employees**

4.5.1 A specific task employee will be employed for a continuous period of less than 12 months.

4.5.2 When the employee's contract of employment is terminated, except for reason of misconduct, they will receive payment for any public holiday which occurs before the Employer's next normal working day.

4.5.3 The contract of employment can be terminated by either party on the giving of 2 day's notice, or the payment by the Employer of wages in lieu, except in the case of summary dismissal.

4.5.4 A specific task employee will be entitled to long service leave after accumulating 10 year's service, with no break in excess of 12 months. The entitlement is 13 weeks after 10 years and will be paid at the all purpose rate.

4.5.5 When a specific task employee has accumulated 12 months of service, they are eligible for sick leave as required, which will be provided in accordance with this Award. (An employee with less than 12 month's service will accrue sick leave at the rate of 7.3 hours for each completed month of service. These will remain in credit until the employee reaches 12 month's service, with no break in excess of 12 months. There will be no pay out of accumulated entitlements.)

4.5.6 Superannuation will be paid at the Superannuation Guarantee contribution rate.

4.5.7 The accumulated service of a specific task employee will be counted towards service if the employee is appointed to a continuing role with the Employer.

#### **4.6 Contractors**

4.6.1 The Employer will use the test of a more productive and cost competitive operation to decide, from time to time, whether to develop new skills in existing employees, or to use contractors. Before contractors are engaged, the Employer will assess its own resources and be satisfied that it is unable to undertake the work required.

4.6.2 Contractors will be used where the work volume is beyond the capacity of the existing employees of the Employer, where the work requires specialist resources, or where there can be no guarantee of work of a permanent and continuous nature for those contracted to perform the tasks.

4.6.3 Contractors will not be used specifically to diminish the volume of day-to-day work within a particular role, nor to avoid increasing employee requirements to meet developing work demands of a permanent and continuous nature, or to circumvent the availability and delivery of training to existing employees.

4.6.4 Four weeks prior to contractors being engaged, the Employer will advise employees of its intention to use a contractor, the number and type of employees involved and the scope of work.

4.6.5 Every endeavour will be made to give prior notice when urgent contract work is necessary.

4.6.6 Contractors will be required to observe the site safety policy and procedures. The Employer will provide contractors and their employees with the necessary induction to ensure that they are able to complete their work at the site safely and productively.

4.6.7 It shall be a requirement of contract documents that:

- (a) The terms and conditions of employment for employees of contractors shall be in accordance with the relevant legislation or industrial agreements;
- (b) the contractor make all relevant payments in respect of their employees, including payment to severance funds in accordance with relevant agreements;
- (c) where employees and contractors' employees are working side by side on site on the same task, the hours of work contained in this Award shall apply;
- (d) employees of contractors are encouraged to be financial members of the relevant Union respondent to this Award.

and for core work that:

- (e) where employees and contractors' employees are engaged on core work they shall receive rates of pay and allowances which are at least the minimum for the roles specified in this Award.

For this purpose, core work with the Employer is considered to be operations and maintenance work performed on the following plant which is directly associated with the generation of electricity:

- boilers
- turbo generators
- auxiliary plant
- chemical plant
- coal plant

4.6.8 Contractors and/or their employees will not be appointed to any position as continuing employees unless normal advertising and selection processes have been followed.

4.6.9 Any dispute to do with the employment of contractors will be dealt with through the grievance and disputes settling procedure in clause 3.2.

4.6.10 Before any contractor engages subcontractors to assist in completion of a contract, it is necessary for the Employer to give its approval.

#### **4.7 Trainees**

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

#### **4.8 Anti-discrimination**

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

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

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

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

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

- (a) any different treatment (or treatment having different outcomes) which is specifically exempted under the *Anti-Discrimination Act 1991*; or
- (b) an employee, Employer or registered organisation, pursuing matters of discrimination, including by

application to the Human Rights and Equal Opportunity Commission/Anti-Discrimination Commission Queensland.

#### **4.9 Contract of employment**

- 4.9.1 The Employer may direct an employee to carry out such duties as are reasonable, within the limits of the employee's skill and competency, arising from experience, training and certification as required by statute.
- 4.9.2 The Employer may direct an employee to carry out such duties and use such tools and equipment as may be required, provided that the employee has been properly trained in the use of such tools and equipment where relevant.
- 4.9.3 Any direction issued by the Employer pursuant to clauses 4.9.1 and 4.9.2 shall be consistent with the Employer's responsibilities to provide a safe and healthy working environment.

#### **4.10 Termination of employment**

##### *4.10.1 Statement of employment*

The 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.

##### *4.10.2 Termination by employer*

- (a) In order to terminate the employment of an employee the Employer shall, in accordance with the provisions of the Act, give the following notice:

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

- (b) In addition to the notice in clause 4.10.2(a), employees over 45 years of age at the time of giving of notice and with not less than 2 years' continuous service, shall be entitled to an additional week's notice.
- (c) Payment in lieu of notice shall be made if the appropriate notice is not given. 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 ordinary time rate of pay for the employee concerned shall be used.
- (e) The period of notice in clause 4.10.2(a) shall not apply in the case of dismissal for misconduct or other grounds that justify instant dismissal, or in the case of casual, or seasonal employees, or to employees on daily hire, or employees engaged for a specific period of time or for a specific task or tasks.

##### *4.10.3 Notice of termination by employee*

Except in the case of casual employees and specific task employees the notice of termination required to be given by an employee shall be at least one week's notice or one week's wages paid or forfeited in lieu.

4.10.4 It shall not be lawful for the Employer to offset notice of termination against any period of annual leave or part thereof.

##### *4.10.5 Payment on discharge*

When employment is terminated by either party, the employee shall be paid all monies due on the date of termination or at least no later than the next administrative working day.

4.10.6 An employee not so paid shall be paid at the all purpose rate until they receive their termination payment.

##### *4.10.7 Dismissal*

An employee may be dismissed for a valid reason as prescribed by the Act.

#### **4.11 Retrenchment**

Retrenchment arrangements will be in accordance with the Regulations made under the *Gladstone Power Station Sale Agreement Act 1993*, as amended from time to time.

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

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

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

#### **5.1 Classifications**

There will be 4 classification streams:

##### *5.1.1 Administrative Services Employee*

Includes non-strategic clerical and administrative roles.

##### *5.1.2 Operations Employee*

Includes non-management operations (control) and operations (coal) roles.

##### *5.1.3 Plant Services Employee*

Includes non-trades roles where the employee is providing service to plant facilities.

##### *5.1.4 Technical Services Employee*

Includes trades and some technical, para-professional roles.

#### **5.2 Competencies**

5.2.1 The competency matrix in clause 5.4 describes, in summary, the competency requirements for each classification level.

5.2.2 The parties to this Award recognize that to continue to increase the cost competitiveness of the Gladstone Power Station, a commitment to improving work related competencies of all employees is required. Accordingly, the parties commit themselves to:

(a) developing a more competent and flexible workforce;

(b) providing employees with career opportunities through appropriate development activities to acquire additional role related skills; and

(c) removing barriers to the utilization of skills.

5.2.3 Individual development plans will be prepared for and agreed with each employee. These plans will form the basis for the Employer's assessment of performance related pay increases.

#### **5.3 Entry level roles**

Entry-level roles are established in each classification stream. These entry level roles are included in clause 5.4.

#### **5.4 Wages bands**

After the Gladstone Power Station sale in 1994, each employee translated into the appropriate band by taking their current base wage and adding these allowances to it, where applicable:

- 2.5% premium where currently applied:
- Industry payment
- Power station allowance
- Locality allowance paid at the maximum rate for all employees living with a partner or their children and at the minimum rate for all other employees.
- Gladstone special allowance paid at the maximum rate for all employees who currently receive the allowance. (Allowance previously paid with respect to housing).
- Tradesperson allowance
- CAD allowance
- Leading hand allowance

This will be defined as the all purpose rate.

The Entry level competency matrix describes:

- the competencies for entry level positions within each classification stream; and
- the starting wage for a new employee selected to perform the work of an entry level role.

#### ADMINISTRATIVE SERVICES STREAM

Wage		New Classification Title	Work Skills	Job Skills
Entry Level 1A	\$37,782	Administrative Services Employee 1A	<p>Access and record pieces of information from a single source.</p> <p>Express routine ideas and information in familiar situations.</p> <p>Plan and organise a routine activity under supervision.</p> <p>Work with others to undertake familiar activities.</p> <p>Use mathematical ideas and techniques for completing simple tasks in familiar situations.</p> <p>Solve routine problems with minimal supervision.</p> <p>Reproduce a basic product or service.</p>	<p>Typing duties requiring an accurate production of well laid out material in accordance with clear instructions. Office tasks which are uncomplicated, repetitive and closely prescribed.</p>
Entry Level 1B	\$43,198	Administrative Services Employee 1B	<p>Access, select and record information from more than one source.</p> <p>Express routine ideas and information in unfamiliar situations.</p> <p>With guidance, plan and organise a complex activity.</p> <p>Work with others to achieve group goals.</p> <p>Use mathematical ideas and techniques for completing simple tasks in unfamiliar situations.</p> <p>Tackle exploratory problems with close supervision.</p>	<p>Supervises a team in order to complete tasks.</p> <p>Works under minimal supervision.</p> <p>Completes office tasks which may be complex.</p>
Entry Level 2	\$45,986	Administrative Services Employee 2	<p>Access, select and organise information from a range of sources.</p> <p>Express complex ideas and information in familiar situations.</p> <p>Independently plan and organise a routine activity.</p> <p>Help formulate and achieve group goals.</p> <p>Select and use mathematical ideas and techniques for completing complex tasks.</p> <p>Solve routine problems without supervision and exploratory problems with some guidance.</p>	<p>Leads a team in order to complete complex tasks.</p> <p>Works independently.</p> <p>Accountable for specified and various duties of a complex nature.</p>
Entry Level 3	\$50,014	Administrative Services Employee 3	<p>Access, evaluate and organise information from a range of sources.</p> <p>Express complex ideas and information in unpredictable or unfamiliar situations.</p> <p>Initiate, perform and evaluate a complex activity independently.</p> <p>Collaborate with others to complete complex activities.</p> <p>Evaluate, adapt and use mathematical ideas and techniques in completing tasks.</p> <p>Implement a systematic approach to</p>	<p>Leads a team to plan and complete projects of a complex nature.</p> <p>Plan program and undertake complex tasks.</p> <p>High level competence in a specified field.</p>

			the solving of complex problems and explain processes used.	
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### PLANT SERVICES STREAM

Wage		New Classification Title	Work Skills	Job Skills
Entry Level 1A	\$37,488	Plant Services Employee 1A	Access and record pieces of information from a single source. Express routine ideas and information in familiar situations. Plan and organise a routine activity under supervision. Work with others to undertake familiar activities. Solve routine problems with minimal supervision. Reproduce a basic product or service.	Ability to work under direct supervision and perform routine duties essentially of a manual nature.
Entry Level 1B	\$39,308	Plant Services Employee 1B	Access, select and record information from more than one source. Express routine ideas and information in unfamiliar situations. With guidance, plan and organise a complex activity. Work with others to achieve group goals. Use mathematical ideas and techniques for completing simple tasks in unfamiliar situations. Tackle exploratory problems with close supervision.	Holds an appropriate certificate of competency and is able to demonstrate the skills and knowledge of such certificate.
Entry Level 2	\$41,853	Plant Services Employee 2	Access, select and organise information from a range of sources. Express complex ideas and information in familiar situations. Independently, plan and organise a routine activity. Help formulate and achieve group goals. Select and use mathematical ideas and techniques for completing complex tasks. Solve routine problems without supervision and exploratory problems with some guidance.	Supervise a team. Accountable for completing specified tasks of a routine nature. Works independently.

### OPERATIONS STREAM

Wage		New Classification Title	Work Skills	Job Skills
Entry Level 3	\$49,544	Operations Employee 3	Access, evaluate and organise information from a range of sources. Express complex ideas and information in unpredictable or unfamiliar situations. Initiate, perform and evaluate a complex activity independently. Collaborate with others to complete complex activities. Evaluate, adapt and use mathematical ideas and techniques in completing tasks. Implement a systematic approach to	Trades qualification or 2nd Class Engine Driver's Certificate.

			the solving of complex problems and explain processes used.	
Entry Level 4	\$56,232	Operations Employee 4	Works independently combining theoretical knowledge with skills. May perform limited planning or development tasks. Competencies developed through combining applied theoretical knowledge and developed skills.	Engineer's Certificate or 1st Class Engine Driver's Certificate or equivalent.
Entry Level 5	\$59,575	Operations Employee 5	Works autonomously combining applied theoretical knowledge and developed skills. Undertakes planning and development tasks. Competencies developed through combining applied theoretical knowledge and developed skills.	Engineer's Certificate or 1st Class Engine Driver's Certificate or equivalent. Accountable for plant isolations. Leadership of team.

### OPERATIONS (COAL) STREAM

Wage		New Classification Title	Work Skills	Job Skills
Entry Level 1A	\$39,375	Operations Employee (Coal) 1A	Access and record pieces of information from a single source. Express routine ideas and information in familiar situations. Plan and organise a routine activity under supervision. Work with others to undertake familiar activities. Solve routine problems with minimal supervision. Reproduce a basic product or service.	Ability to work under direct supervision and perform routine duties essentially of a manual nature.
Entry Level 1B	\$41,647	Operations Employee (Coal) 1B	Access, select and record information from more than one source. Express routine ideas and information in unfamiliar situations. With guidance, plan and organise a complex activity. Work with others to achieve group goals. Use mathematical ideas and techniques for completing simple tasks in unfamiliar situations. Tackle exploratory problems with close supervision.	Holds an appropriate certificate of competency and is able to demonstrate the skills and knowledge of such certificate.

### TECHNICAL SERVICES STREAM

Wage		New Classification Title	Work Skills	Job Skills
Entry Level 1A	\$40,753	Technical Services Employee 1A	Access and record pieces of information from a single source. Express routine ideas and information in familiar situations. Plan and organise a routine activity under supervision. Work with others to undertake familiar activities. Use mathematical ideas and techniques for completing simple tasks in familiar situations. Solve routine problems with	Holds an appropriate trade certificate, tradespersons' rights certificate or certificate of competency and is able to demonstrate the skills and knowledge of such certification.

			minimal supervision. Reproduce a basic product or service.	
Entry Level 1B	\$41,903	Technical Services Employee 1B	Access, select and record information from more than one source. Express routine ideas and information in unfamiliar situations. With guidance, plan and organise a complex activity. Work with others to achieve group goals. Use mathematical ideas and techniques for completing simple tasks in unfamiliar situations. Tackle exploratory problems with close supervision.	Tradesperson required to perform complex tasks unsupervised. Able to examine, diagnose and modify systems.
Entry Level 2	\$42,857	Technical Services Employees 2	Access, select and organise information from a range of sources. Express complex ideas and information in familiar situations. Independently, plan and organise a routine activity. Help formulate and achieve group goals. Select and use mathematical ideas and techniques for completing complex tasks. Solve routine problems without supervision and exploratory problems with some guidance.	Tradesperson with Associate Diploma, Diploma, or equivalent.
Entry Level 3	\$55,016	Technical Services Employee 3	Access, evaluate and organise information from a range of sources. Express complex ideas and information in unpredictable or unfamiliar situations. Initiate, perform and evaluate a complex activity independently. Collaborate with others to complete complex activities. Evaluate, adapt and use mathematical ideas and techniques in completing tasks. Implement a systematic approach to the solving of complex problems and explain processes used.	Plan, program and undertake complex technical work.

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.

## 5.5 Apprentices

The employment of apprentices will be governed by the *Training and Employment Act 2000*. Apprentices will be paid at the following rates of the entry level technical services employee:

1st year	40%
2nd year	55%
3rd year	75%
4th year	90%

## 5.6 Wage increases

There will be 4 kinds of wage increases which will be possible:

- 5.6.1 Band increase may apply to all employees. An annual review will be undertaken to ensure that wage ranges reflect the appropriate labour market, industry environment and Employer performance. In the second quarter of each year, the wages bands will be assessed against this data and the distribution of wages through the bands will be analysed to determine whether an increase in band range is necessary.
- 5.6.2 Application of existing wage fixing principles of the Commission will apply to all employees.
- 5.6.3 Increases based on the agreed development and use of additional competencies will apply to all employees.
- 5.6.4 Employees will be able to achieve an individual wage increase by being assessed as capable of demonstrating an agreed competency. Each employee will be able, in conjunction with their immediate manager, to develop an agreed individual development plan which specifies the competencies which the Employer will support the employee to achieve. Once the employee is formally assessed as able to demonstrate the competency, they will be paid the appropriate increase.
- 5.6.5 Performance-based increases may be available to all employees. The following process will be used to work towards a performance-based system. The process may cease at any time if that is the outcome of the review stage.

A working group will:

- develop an appropriate timetable for each stage;
- consult with the workforce;
- prepare a proposal;
- assist in system implementation, including development of training;
- conduct each review.

The Employer will implement the system only if 60% or more of those affected agree. The parties acknowledge that agreement has already been reached to proceed with Stage 1.

Once employees vote to implement a system, the working group will develop a review process to analyse whether the system achieves its objective. It will then report to the Employer which will decide, in consultation with the workforce, when to proceed to the next stage.

- 5.6.6 The parties recognise that training will be a critical element in ensuring the success of this system and are committed to providing all necessary training prior to implementation of each stage of the system.

Stage 1 Development of performance indicators at the work group level.

- Vote on implementation.
- Review.
- Decision on proceeding to next stage.

Stage 2 Development of individual and work group performance objectives.

- Vote on implementation.
- Review.
- Decision on proceeding to next stage.

Stage 3 Development of methods to evaluate achievement of individual objectives.

- Vote on implementation.
- Review.
- Decision on proceeding to next stage.

Stage 4 Assessment of individual and work group performance against objectives.

- Vote on implementation.
- Review.
- Decision on proceeding to next stage.

Stage 5 Create mechanism to link performance assessment and wage increases.

- Vote on implementation.
- Review.

## 5.7 Gladstone power station premium

5.7.1 A Gladstone power station premium will be paid for all purposes.

5.7.2 Employees will be paid one of the following rates, as determined by the Employer, having consideration for the expected work of the role of the employee. The payment of the rate shall be reviewed annually, or if there is substantial change in the work role of the employee, based on the degree of exposure to disabilities associated with power station operating plant such as heat, noise, vibration, dust, etc.

- (a) If you are judged to have an exposure to disabilities, beyond the compensation provided by the power house allowance, of 0% to less than 10%, then you will not receive a Gladstone power station premium.
- (b) If you are judged to have an exposure to disabilities beyond the compensation of the power house allowance, of more than 10% to less than 30%, then you will receive a Gladstone power station premium of \$411.
- (c) If you are judged to have an exposure to disabilities beyond the compensation of the power house allowance, of more than 30% to less than 50%, then you will receive a Gladstone power station premium of \$819.
- (d) If you are judged to have an exposure to disabilities beyond the compensation of the power house allowance, of more than 50%, then you will receive a Gladstone power station premium of \$1,228.

5.7.3 In assessing which payment the individual is entitled to, the percentage exposure rates expressed above shall be taken to mean actual time spent exposed to the disabilities associated with power station operating plant such as heat, noise, vibration, dust etc.

5.7.4 The Gladstone power station premium is an amount in compensation for the following allowances. No further claims for these allowances will be allowed within this Award or any Agreement.

Ash Pit	Battery work	Bitumen or Tar
Boiler Ducting Maintenance	Boilermakers on Repair Work	Bricklayers on Repair Work
Building Construction Work	Certificate	Coal Dust Allowance
Weed Control	Concrete Mixing	Confined Space
Dirty Work	Explosive Powered Tools	Height
Hot & Cold Work	Insulation	Unpleasant Conditions
Motor Vehicles Drawing Trailers	Noxious Gas Fumes	Pole Lifting, Jack Hammer Work and Handling Cement
Precipitator	Roof Repairs	Shot/Sand Blasting
Wet Work	Toxic Substances	Uniform & Laundry

5.7.5 There will be 2 exceptions to the above:

- (a) All employees in Work Groups 21, 22, 23, 24, 25, 26 and 27 will continue to be paid the coal dust allowance for a minimum of 4 hours per day and for any hours in excess of this when working on train unloading or in cleaning of the transfer towers and bunkers. They will not receive the Gladstone Power Station premium. This arrangement will be reviewed when the coal plant refurbishment project is completed.
- (b) All employees in Work Group 59 who work on the burner front will continue to be paid the unpleasant conditions allowance at their current rate. This will be paid in addition to an adjusted Gladstone Power Station premium (which will take into account payment of the UPC).

## 5.8 Allowances

The following allowances will be paid:

### 5.8.1 *Asbestos removal*

Employees required to remove asbestos, or employees working near any asbestos removal will be paid a disability allowance of 67.1 cents per hour.

### 5.8.2 *First aid allowance*

Employees who hold an appropriate first aid certificate and who are appointed by the Employer as first aid attendants will be paid an ability allowance of \$13.90 per week. This allowance shall not be paid while employees are absent on annual leave or long service leave.

### 5.8.3 Live sewer work

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

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

Employees who, on any day, are required to carry out work in connection with the release of blockages in sewerage lines and connections thereto (including pumps) shall be paid not less than 4 hours at time and a-half during ordinary hours or at the appropriate rate for overtime.

### 5.8.4 Tool allowance

The following tool allowances shall be paid to tradespeople who are required to supply and use their own tools:

	Core Skills	Per Week \$
(i)	Carpenter, Joiner, Plumber, Gasfitter	30.60
(ii)	Electrical fitter, Electrical mechanic, Electrical fitter (instrumentation and process control), Mechanical fitter, Motor mechanic, Refrigeration mechanic and serviceperson	20.00
(iii)	Bricklayer	22.00
(iv)	Automotive electrician, Radio mechanic, Television mechanic, Boilermaker, Diesinker, Toolmaker, Turner, Sheet metal worker	15.00
(v)	Electrical joiner, Blacksmith, Welder, Linesperson	10.00
(vi)	Painter	7.60

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

### 5.8.5 Work in the rain

- (a) Suitable waterproof clothing shall be supplied by the Employer, where practicable, to employees who are required to work in the rain.
- (b) Notwithstanding the foregoing, where in the performance of such work, an employee whose clothes become wet from rain, 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 work ceases, whichever is the earlier.
- (c) Where a call-out involves work in the rain and where such call-out entitles an employee only to the minimum payment prescribed by this Agreement, the penalty for work in the rain shall be paid in addition to such minimum payment.

### 5.8.6 Review of allowances

The amount of each allowance will be reviewed annually in the second quarter of each year.

## 5.9 Higher duties

- 5.9.1 Where the Employer authorises or directs an employee to carry out duties which attract a higher rate of pay, the employee shall be entitled to the appropriate all purpose rate of pay as prescribed for carrying out those duties.
- 5.9.2 Where there is a range of salary prescribed for carrying out those duties, employees shall be paid at a rate not less than the minimum rate of pay pertaining to such higher position.
- 5.9.3 Where an Award covered employee is selected to temporarily perform the work of a role of a higher classification and that classification is covered by staff arrangements, the Award covered employee will continue to work under Award conditions and will be paid at a rate not less than the minimum rate of pay pertaining to such higher position.
- 5.9.4 Employees who are being paid higher duties on the day immediately preceding the taking of annual, long service or sick leave, shall be paid at the higher duties rate for such leave.

## **5.10 Salary payment**

- 5.10.1 An employee's salary shall be paid to the employee's credit in up to 3 accounts, if one is the Electricity Credit Union, or 2 accounts otherwise nominated by the employee with any bank, credit union, permanent building society or other financial institution.
- 5.10.2 Pays are to be available on time and pay advice slips are to be issued on pay day.
- 5.10.3 Wages will be paid each week and the frequency of pays will be reviewed as part of any negotiations for a certified agreement. For the purpose of calculating the weekly pay, annual salary will be divided by 52, except in the case of shift workers where pay will be according to the weekly roster.
- 5.10.4 The Employer will meet in full any costs incurred in the payment of salary into the employee's nominated accounts including transaction fees up to one transaction per week per account.

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

### **6.1 Hours of work**

#### *6.1.1 Day workers*

- (a) The ordinary working hours of day working employees excluding casuals and part-time employees, shall not exceed 36¼ hours per week or 7¼ hours per day, to be worked between the hours of 6.00 a.m. to 6.30 p.m. Monday to Friday inclusive with a break of not more than one hour for a meal.
- (b) Consecutive hours will be worked and there will be no split shifts.
- (c) By agreement, employees and the Employer will negotiate regular starting and ceasing times which may vary between individuals and/or work groups. Seven days notice will be required to change these regular times or the appropriate penalties will be paid:

Provided that by agreement between the Union/s and the Employer the ordinary hours may be worked over a fortnightly period of 9 consecutive working days and not more than 8.05 hours shall be worked on any such day at all purpose rates:

Provided that where the Employer and employee agree, not less than 30 minutes shall be allowed for the midday meal break.

### **6.2 Overtime**

#### *6.2.1 General*

- (a) Except as hereinafter provided, all time worked in excess of that provided for in clause 6.1.1 or before the regular starting time or after the regular ceasing time, shall be deemed overtime and shall be paid for at one and a-half times the all purpose rate for the first 3 hours and double time thereafter. Each day to stand by itself when overtime is being computed, except where an employee commences overtime on one day and continues to work such overtime into the next day.
- (b) No employee shall refuse to work a reasonable amount of overtime to meet the needs of the Employer.
- (c) Systematic overtime shall not be worked; it shall be considered such when 3 consecutive weeks' overtime has been worked:

Provided that this subclause shall not apply when extra labour is not available forthwith.

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

#### *6.2.2 Penalties and minimum payments*

- (a) *Saturday* - Employees required to work overtime commencing on Saturday shall be paid at one and a-half times the all purpose rate for the first 3 hours and double time thereafter, with a minimum period of 3 hours work or payment therefore.
- (b) *Sunday* - All overtime work done on Sundays shall be paid at the rate of double time.
- (c) *Minimum payment for Sundays* - When employees are called upon to work on a Sunday, they shall receive a

minimum of 3 hours pay at the rates prescribed in this Award. Day operators shall be paid double time for all overtime worked.

- (d) Overtime worked in any calling in or in connection with which more than one shift per day is worked, shall be paid for at the rate of double time.
- (e) For all employees engaged in shift work, all time worked in excess of 8 hours in any one day shall be considered as overtime. Clause 6.2.2(e) shall not apply where shift employees have agreed to work on a permanent 12 hour shift roster.
- (f) Employees who are required to work on their administrative closure day shall be paid, for all such work, at overtime penalty rates as prescribed in this Award for non-continuous overtime Monday to Friday with a minimum of 4 hours at appropriate overtime rates.
- (g) Where employees are required to report to work overtime between midnight and 6 a.m. they shall be paid at the rate of double time for all time so worked up to the ordinary starting time Monday to Friday and up to 7 a.m. Saturday.

### 6.2.3 *Recalls*

- (a) Employees 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 4 hours' work at the appropriate overtime rate for each recall:

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

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

### 6.2.4 *Rest break after overtime - availability duty*

Notwithstanding the provisions contained in other sections of this Award, the following will apply in relation to availability duty:

- (a) An employee who is recalled to work between 5.00 pm on Sunday, public holidays and administrative closure days and ordinary commencing time on the following working day, so that they have not had 10 hours off duty between those times shall, where practicable, be entitled to defer their normal starting time on such following working day until they have had a 10 hour break:  
Provided that overtime worked in such circumstances shall not be regarded as overtime for the purposes of this provision where the actual time worked is less than 3 hours on such recall or on each of such recalls.
- (b) Employees who are called out after 9.00 pm and before 5.00 am on the following day shall, where practicable, be entitled to defer their ordinary starting time to have a 10 hour break after completion of the last call-out, provided that the total time worked in the call out, or call-outs, is more than 2 hours.
- (c) This provision shall have application only when an employee has not qualified for a 10 hour break in terms of the existing provision in the Award.
- (d) Where an employee who is rostered on availability duty has had a continuous 10 hour break from the time of ceasing work for the day and is subsequently called out for longer than 2 hours, they would be entitled to extend their normal commencing time until they have availed themselves of a further 6 hour break after completion of their last recall.
- (e) Further to this, in the instance that a continuous 10 hour break has not been enjoyed by the rostered employee ie. a call-out of less than 3 hours is worked by the employee between ceasing time and 9.00 pm and a call-out of longer than 2 hours is subsequently worked, then the employee would be entitled to extend their normal commencement time until they have had a 10 hour break after completion of the last recall.
- (f) In the circumstances referred to, no deduction of pay shall be made where the break extends into ordinary hours, provided that where it is not practicable for such break to be taken, double rates shall be paid until they are released from duty for such period. Any ordinary time following their release from duty shall be paid at all purpose rates:

Provided that the employee qualifies for a 10 or 6 hour break in respect to the provisions of this Award and the points above, such break shall commence from the time they return home from the last recall.

A Normal Ceasing time	B 9pm 10 hours after normal ceasing time	C 5 am	Normal commencing time
1. If a person is called out in this period and works 3 hours or more on each recall or recalls - 10 hour break	2. If a person is called out one or more times in this period and works more than 2 hours in <u>total</u> - 10 hour break	3. If a person is called out for the first time in this period and works more than 2 hours - 6 hour break.	
	4. If a person is called out 2 or more times in this period and works more than 2 hours in <u>total</u> . At least one call-out must occur in period B - 10 hour break.		
5. If a person is called out for less than 3 hours in period A and more than 2 hours in period C - 10 hour break			

### 6.3 Nine day fortnight - administrative closure day

It has been agreed that a 9 day fortnight shall be worked and will result in:

- 6.3.1 Ordinary working hours for employees working 36.25 hours per week will be of 8.05 hours a day. The span of working hours will be in accordance with this Award.
- 6.3.2 The administrative closure day will be the first Monday in each fortnightly period. However, as there will be a need for a certain number of employees to attend work on that particular day, the second Monday in each fortnightly period will be the alternative administrative closure day for employees who are required to work on the first Monday. Alternatives to the foregoing arrangements will be necessary in certain circumstances.
- 6.3.3 Leave debits will be equivalent to the ordinary hours employees would have worked had they not been on paid leave. For example, an employee who is absent for 3 days on leave will be debited 24.15 hours, provided they have such leave in credit.
- 6.3.4 The Employer may, by agreement with its employees or section/s of its employees, substitute a designated administrative closure day to allow greater continuity of operation, provided that the substituted administrative closure day is taken on a day to be agreed.
- 6.3.5 By agreement only, employees may bank up to 10 administrative closure days off to be taken as agreed, or with annual leave.
- 6.3.6 Employees will have 3 options with regard to the administrative closure day:
- (a) The option to take the administrative closure day off.
  - (b) The option to work the administrative closure day and receive payment of overtime in accordance with this Award.
  - (c) The option to work the administrative closure day and accumulate a substitute day to a maximum of 10 days to be taken at a later date, as agreed with the Employer.
- 6.3.7 If employees perform work outside of ordinary working hours on their administrative closure day, the appropriate overtime rates will apply.
- 6.3.8 Should the administrative closure day on the first Monday in each fortnightly period fall due on a public holiday, then it will be transferred to the following Monday. If the second Monday is also a public holiday then the administrative closure day shall be taken on the Tuesday after the first Monday. Alternative arrangements will need to be made in the current pay week for the employees who normally take the second day off as the alternative administrative closure day.
- 6.3.9 If an employee is rostered on for availability duty on a public holiday they shall be credited with a day in lieu to be added to annual leave and such day credited will be 8.05 hours.

### 6.4 Breaks after overtime

6.4.1 Employees who work so much overtime between the termination of their ordinary work on one day and the commencement of their ordinary work on the next day that they have not had at least 10 consecutive hours off duty between those times shall, subject to clause 6.4.1, be released after completion of such overtime until they have had 10 consecutive hours off duty without loss of pay for ordinary working time occurring during such absence. If on the instructions of the Employer such employees resume or continue work without having had such 10 consecutive hours off duty, they shall be paid double rates until they are released from duty for such period and they shall then be entitled to be absent until they have had 10 consecutive hours off duty without loss of pay for ordinary working time occurring during such absence:

Provided that, where employees are recalled to work after the ordinary ceasing time, overtime worked in such circumstances shall not be regarded as overtime for the purposes of clause 6.4.1 where the actual time worked is less than 3 hours on such recall, or on each of such recalls.

6.4.2 The provisions of clause 6.4.1 shall apply in the case of shift workers who rotate from one shift to another as if 8 hours were substituted for 10 hours when overtime is worked:

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

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

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

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

**6.5 Meal breaks, crib breaks and meal allowance**

6.5.1 When working overtime, for more than one hour, employees shall be allowed to take 30 minutes for "crib" after the ordinary ceasing time, and also 45 minutes after each 4 hours' work, provided such overtime continues, for which no deduction shall be made.

6.5.2 All employees required to do overtime work for more than one hour shall be paid \$12.10 for each meal between the ordinary ceasing time and the completion of overtime work, unless the Employer provides such meal for them.

6.5.3 When employees have provided themselves with customary meals because of receipt of notice of intention to work overtime, they shall be entitled to an allowance of \$8.40 for each meal so provided in the event of the work not being performed or ceasing before the respective meal times.

6.5.4 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. No employee shall be required to work more than 5 hours without a break for a meal.

<b>TIME CRIBS ARE DUE</b>	<b>CRIB PAYMENT</b>	<b>MEAL ALLOWANCE DUE</b>
Ceasing time	30 mins @ time and a-half	1
4½ hours after ceasing time	45 mins @ double time	1
9¼ hours after ceasing time	45 mins @ double time	1
14 hours after ceasing time	45 mins @ double time	1

6.5.5 When employees work more than 4 hours' overtime on a Saturday and/or Sunday they shall be entitled to a meal break of not more than one hour at the end of the 4th hour, provided that their overtime is to continue for not less than one hour after the meal break.

If such overtime continues to the tenth hour from the commencement of such overtime on such day, employees shall be entitled to a further meal break of not more than one hour provided overtime continues after the break.

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

- 6.5.6 Employees called out shall be allowed to take 45 minutes for crib after each 4 hours' overtime worked, provided such overtime continues, for which no deduction shall be made.

WHEN CRIBS ARE DUE AND TAKEN	CRIB PAYMENT	MEAL
When period of overtime & crib exceeds 4 3/4 hours	45 mins at overtime rates	1
When period of overtime & cribs exceeds 9½ hours	45 mins at overtime rates	1
When period of overtime & cribs exceeds 14¼ hours	45 mins at overtime rates	1
When period of overtime & cribs exceeds 19 hours	45 mins at overtime rates	1

- 6.5.7 Employees called out within one and a-half hours of their normal ceasing time and who are required to work for more than one hour, or are called out within 2 hours of normal starting time, shall be entitled to a meal allowance of \$12.10 and in addition shall be allowed 30 minutes as soon as possible thereafter, without deduction of pay, to partake of a meal.

## 6.6 Availability duty

- 6.6.1 Employees required by the Employer to be on call for work outside ordinary working hours shall be paid at the rate of \$142.10 per week for each week on which they are required to be on call.

- 6.6.2 Employees required to act as duty employees outside ordinary working hours shall be paid at the rate of \$212.50 per week for each week they are required to be on such duty.

- 6.6.3 For the purpose of this section, an "on call" employee means an employee who, outside ordinary working hours, is required to make themselves available at all times to respond to call-outs or recalls to work. A "duty employee" means an employee who is required after ordinary hours to be able to receive calls relative to call-outs or recalls.

- 6.6.4 Payment for the above allowance will be strictly conditional on an employee's availability to work in terms of the availability roster and is based on the following formula:

Day	Proportion of Weekly Availability Roster
Monday to Friday	10% per day
Saturday and Sunday	25% per day

- 6.6.5 An employee who is required to attend on the availability roster because of another employee's absence, or unavailability, will be entitled to be paid the relevant proportion of the availability allowance. Conversely, the unavailable or absent employee would incur a simultaneous deduction from the allowance.

- 6.6.6 Employees who are rostered on availability duty on public holidays shall have one day added to their annual leave for each public holiday on which they are required to be on duty.

## 6.7 Recalls

- 6.7.1 Minimum payments prescribed in this Award for recalls will also apply to availability duty on Saturday and Sunday, except in the cases where it is customary for an employee to return to the Employer's premises to perform a specific task outside their ordinary working hours, or where the overtime is continuous with the completion of ordinary working time.

- 6.7.2 If a person is called out and their working time is less than 4 hours, but continues on until the commencement of their ordinary day, then they are paid under the call-out provision of the Award ie. a minimum of 4 hours at the appropriate rate.

- 6.7.3 Employees called out on availability duty shall be entitled to payment for such work from the time of leaving home to commence that work until they return home from such work, but they must return home within a reasonable time and payment shall be calculated accordingly.

## 6.8 Cribs

Where employees are called out they shall be allowed to take 45 minutes for crib after each 4 hours' overtime worked, for which no deduction shall be made.

## **6.9 Meal allowance**

Where an employee is called out after their normal ceasing time, but before 7.00 pm, or within 2 hours of their normal starting time, they shall be entitled to a meal allowance, as prescribed by this Award and in addition, they shall be allowed 30 minutes as soon as possible thereafter, without deduction of pay, to partake of a meal.

## **6.10 Availability on administrative closure day**

Employees rostered for availability duty on their administrative closure day off shall be paid for all time worked at overtime rates as prescribed in this Award. No day in lieu is given to employees on availability duty on their administrative closure day.

## **6.11 Rest pauses**

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

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

6.11.3 Casual and part-time employees who work a minimum of 4 consecutive ordinary hours, but less than 8 ordinary consecutive hours on any one day, shall receive a rest pause of 10 minutes duration. Employees who work a minimum of 8 ordinary consecutive hours shall receive a rest pause or pauses as prescribed in clause 6.11.1.

## **6.12 Shift work**

6.12.1 Subject to the following provisions the ordinary hours of work for shift workers shall not exceed 36.25 hours per week.

6.12.2 The ordinary hours of work referred to in 6.12.1 may be exceeded in any week or weeks subject to the total ordinary hours worked during any roster period not exceeding that number of hours ascertained by multiplying the number of weeks in the roster period by 36.25 and may be worked according to a roster agreed by greater than 60% of the employees concerned and their representatives and the Employer.

6.12.3 Shift workers shall be allowed a crib break during each shift for which no reduction of pay shall be made. In the case of shift workers rostered on an 8 hour shift, the crib break will be of 30 minutes duration, and in the case of shift workers rostered on a 12 hour shift, the crib break will be 60 minutes:

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

6.12.4 For the purposes of this subclause the following definitions apply:

(a) "Day shift" means any shift worked between the hours of 6 a.m. and 6 p.m.

(b) "Afternoon shift" means any shift finishing after 6 p.m. and at or before midnight.

(c) "Night shift" means any shift finishing after midnight and at or before 8 a.m.

## **6.13 Shift penalties**

6.13.1 *Operations employees, including operation (coal) employees working an 8 hour shift roster*

(a) *Afternoon shift* - Employees who work afternoon shift shall be paid a shift allowance of 18.75% of their all purpose rate in addition to their all purpose rate.

(b) *Night shift* - Employees who work night shift shall be paid a shift allowance of 22.5% of their all purpose rate in addition to their all purpose rate.

(c) *Week-end penalty rates* - All time worked during an ordinary shift between midnight on Friday and midnight on Saturday shall be paid for at one and three-quarters times the all purpose rate and between midnight on Saturday and midnight on Sunday at double the all purpose rate.

6.13.2 *Employees other than operations employees, operation (coal) employees and short term shift work employees)*

In addition to salary, the following penalties shall be paid to employees as defined in clause 6.1.1:

- (a) *Afternoon shift* - Employees who work afternoon shift shall be paid a shift allowance of 17.5% of their all purpose rate in addition to their all purpose rate.
- (b) *Night shift* - Employees who work night shift shall be paid a shift allowance of 20% of their all purpose rate in addition to their all purpose rate.
- (c) *Week-end penalty rates* - All time worked during an ordinary shift between midnight on Friday and midnight on Saturday shall be paid for at one and a-half times the all purpose rate and between midnight on Saturday and midnight on Sunday at double the all purpose rate.

#### 6.14 Changeover time

Continuous, non-continuous and relief shift workers will be paid for an additional 15 minutes per week at ordinary time to account for changeover time. This payment will be added to the all purpose rate of these employees and no further claims for payment of changeover time will be considered.

#### 6.15 Short term shift work

6.15.1 The Employer will determine when it is necessary to arrange short term shift work and will provide as much notice to its employees and their representatives as the circumstances allow. A standard roster will be worked and employees and their representative will be consulted if there is any need to change this roster.

6.15.2 Two or 3 shifts, combining day, afternoon and night will be organised on a 5 days per week basis, from Monday to Friday, during the short term shift work period. The Employer will consult its employees on the appropriate roster pattern.

6.15.3 The first roster, or compilation thereof, to be adopted for short term shift work is shown below:

<u>Day</u>	1	2	3	4	5	6	7	8	9	10	11	12	13	14
Employee 1	-	D	D	D	D	-	-	D	D	D	D	D	-	-
Employee 2	-	N	N	N	N	-	-	A	A	A	A	A	-	-
Employee 3	-	A	A	A	A	-	-	N	N	N	N	N	-	-

This roster will also be modified and applied by the Employer whenever:

- full rotation of shifts is required; and/or
- 2 shift arrangement is required.

Where the Employer requires a roster not previously worked, it will consult with employees.

6.15.4 Employees on short term shift work will not be used to minimise the recall of employees rostered on availability duty except in urgent and special circumstances.

The Employer will advise employees of the work to be completed and will seek volunteers. The Employer will decide which employees will work the shift work and may nominate individuals who did not volunteer if the roster has not been filled.

6.15.5 Short term shift work may be organised with 9 ordinary shifts of 8.05 hours per fortnightly period and administrative closure days linked to the weekend. Shift times will match those for continuous shifts.

There will be a minimum period of 10 hours between when an employee ceases to work normal day work and starts on short term shift work, or ceases short term shift work and resumes normal work. Employees will not be required to work more than 6 consecutive days.

The Employer will seek to balance the frequency of day, afternoon and night shifts worked by any employee.

6.15.6 *Payment will be as follows:*

- (a) For employees who receive a 10 hour break before commencing and at the conclusion of short term shift work, the payment will be as follows:
  - ordinary rate for 8.05 hours;
  - shift penalty (20% for afternoon, 25% for night shift);

- double the ordinary rate for those hours worked in excess of the normal hours worked by an employee if on day work;
  - all other short term shift work conditions;
  - at the conclusion of short term shift work, the employee will be paid their all purpose rate for those hours normally worked during the break period.
- (b) Those employees who have not received a 10 hour break before commencing short term shift work will be paid as follows:
- at commencement of the short term shift work they shall be paid double the all purpose rate for the first afternoon or night shift or part thereof worked;
  - all short term shift work conditions and penalties for subsequent shifts.
- (c) Those employees who have not received a 10 hour break prior to returning to day work will be paid double their all purpose rate for all hours worked until released for a 10 hour break.

Overtime will be paid at double the all purpose rate. Provided, however, that any time worked in excess of the hours prescribed by the roster by employees on afternoon or night shift shall be paid for as overtime, at the rate of double time on their afternoon or night shift rate.

Where short term shift workers work extended overtime on weekends and administrative closure days, 2 rest pauses and a crib break will be provided without loss of pay in each 8 hour work period.

6.15.7 Where a classification is occasionally needed for part of one day shift to supplement the same or other classifications already rostered on short term shift work, the additional workers will receive short term shift conditions for day shift workers if engaged in shift type activity for more than 4 hours.

6.15.8 Where a particular short term shift work period concludes in less than 5 days - Monday to Friday (including public holidays, administrative closure days and days absent), employees who are engaged on short term shift work will be paid for each afternoon or night shift at one and a-half times the ordinary rate for the first 3 hours and double time thereafter. Five days is interpreted to mean 15 full shifts on a 3 shift roster and 10 full shifts on a 2 shift roster.

6.15.9 In the event that the duration of the shift work is not known, payment for the shifts performed up to the 5 day minimum will be initially at the shift penalty rate of 20% and 25% for afternoon and night shift respectively. If the particular short term shift work period concludes in less than 5 days, the appropriate overtime payment will be made retrospectively.

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

### **7.1 Annual leave**

7.1.1 At the end of 12 months of continuous employment, each employee will be entitled to annual leave on full pay as follows:

(a) 5 weeks for those employed on continuous shift work:

- for employees who have completed one year of employment as a nominated relief, 5 weeks (if they continue as nominated reliefs for continuous shift work); and
- for employees who have not completed 12 months as a nominated relief, 4 weeks, plus half a day for each month as a nominated relief.

(b) 4 weeks in all other cases.

Employees who have been employed for a period less than 12 months will receive a *pro rata* entitlement.

7.1.2 Payment for annual leave will be at the:

- (a) projected roster rate or all purpose rate plus a premium of 17.5%, whichever is the greater, for continuous shift workers.
- (b) all purpose rate plus a premium of 17.5% for relief shift workers who have been a nominated relief for less

than 26 weeks in any year.

(c) appropriate projected roster rate for relief shift workers who have been a nominated relief for 26 weeks or more in any year.

(d) all purpose rate plus a premium of 17.5% in all other cases.

7.1.3 Annual leave will be paid in advance unless otherwise requested by the employee and can be taken in minimum periods of one day.

7.1.4 Annual leave will be paid at the all purpose rate which the employee received on their last working day prior to leave.

7.1.5 If an employee's contract of employment is terminated after 12 months of continuous employment, they will be paid their accumulated leave as well as any public holidays or additional leave entitlements which would have applied if the employee took the leave from the day their employment was terminated.

7.1.6 *Pro rata* annual leave will be paid on ordinary time earnings from the anniversary date up to termination, at the following rates:

- 1/9th for continuous shift workers
- 1/12th for all others

plus a premium of 17.5%.

There will be no payment in lieu of annual leave except on termination of an employee's contract of employment.

7.1.7 All periods of annual leave are exclusive of public holidays.

7.1.8 Except by agreement, 14 days' notice is required from either party before the taking of annual leave and all entitlements must be taken within 12 months of the date on which it falls due, except, when by agreement with the Employer, it is deferred to a later date. Annual leave will be scheduled in accordance with the needs of the Employer and with the agreement of the individual employee.

7.1.9 If a public holiday falls on a day that a shift worker is rostered off, an extra day shall be added to annual leave and shall be paid at the projected roster rate or base rate plus a loading of 17.5% whichever is the greater.

7.1.10 If a public holiday falls during a period of annual leave on which a shift worker would have been rostered on, had they not been on annual leave, they will be paid at the projected roster rate for that day and in addition have a shift of 8 hours added to their leave if rostered on an 8 hour roster, and 12 hours if rostered on a 12 hour shift roster.

## **7.2 Sick leave**

7.2.1 Sick leave is an insurance provision to provide employees with financial protection against illness or injury whilst they are unable to attend the workplace because of a non-work related illness or injury.

7.2.2 The Employer is committed to ensuring that employees do not suffer any loss because of their inability to attend work due to illness or injury and will therefore provide leave arrangements which provide reasonable time for recovery, maintain the employee's basic income and encourage the employee to return to the workplace at an appropriate time.

7.2.3 Sick leave will be available for up to 2 years and payment will be at 100% of the projected roster rate for continuous shift employees and at 100% of the all purpose rate for all other employees.

7.2.4 Sick leave for periods of 2 consecutive days or less will be paid without the provision of evidence, but if sufficient reason exists, such absences may need to be justified to the Employer's satisfaction.

7.2.5 Where an employee has produced a certificate of a legally qualified medical practitioner, as to the period, or approximate period, during which the employee will be unable to work and where requested, has produced to the occupational health nurse a certificate as to the nature of the employee's illness and where the employee has promptly notified the Employer of the illness and of the approximate period during which the employee will be unable to work, the employee will be paid in full for their absence.

7.2.6 If an employee is absent on sick leave for a period of 3 months they will be required to attend a doctor of their choice to have their case reviewed to determine whether or not they are able to return to the workplace. The Employer may have the doctor's opinion reviewed by requiring that the employee attend another doctor (at the

Employer's expense), as agreed by the Employer and the employee.

- 7.2.7 If the individual unreasonably refuses to co-operate, this will be considered to be misconduct and, at a minimum, paid sick leave will cease.
- 7.2.8 If the decision is that the employee continues to be unable to return to work, their case will then be reviewed at agreed intervals, until a maximum period of 2 years has expired.
- 7.2.9 From the second review on, the doctor will be required to determine whether the employee is able to return to work or whether they should be retired on the basis of ill health or due to total and permanent disability. The procedure for retirement on the basis of total and permanent disability is described in the Gladstone Power Superannuation Plan.
- 7.2.10 When the illness of an employee on sick leave is reviewed, the doctor will be required to consider whether the employee could return to an alternative role at the workplace. If an employee returns to such a role and it is at a lower classification, they will continue to be paid their current all purpose rate, or projected roster rate, for an agreed period.
- 7.2.11 If at any stage, a problem occurs in the administration of this system, the grievance and dispute settling procedure in this Award shall apply.

### **7.3 Bereavement leave**

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

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

- (a) A long-term casual employee is entitled to at least 2 days unpaid bereavement leave on the death of a member of the person's immediate family or household in Australia.
- (b) A "long-term casual employee" is a casual employee engaged by a particular Employer, on a regular and systematic basis, for several periods of employment during a period of at least 1 year immediately before the employee seeks to access an entitlement under clause 7.3.2

#### 7.3.3 "Immediate family" includes:

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

7.3.4 A further period of at least 2 day's paid leave is available where an employee must travel outside Australia. Additional paid or unpaid leave will be provided at the discretion of the Employer.

7.3.5 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**

Employees will be entitled to long service leave subject to and in accordance with, the Regulations (as amended from time to time) made under the *Gladstone Power Station Sale Agreement Act 1993*.

### **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 The following public holidays, as gazetted, will continue to be observed:

- 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.

7.6.2 Where a public holiday falls on what would have been a normal working day and no work is performed on that day, it will be paid as a normal working day. ie. 8.05 hours.

7.6.3 Subject to 7.6.4 all work done by an employee on a public holiday shall be paid for at the rate of double time and a-half with a minimum of 4 hours.

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

7.6.5 Any employee whose contract of employment is terminated during December of one year and who is re-employed during January of the next year, having worked continuously for at least 2 weeks prior to the termination, shall be paid for any public holidays which occur during December and January.

## **7.7 Jury service**

- (a) An employee, other than a casual employee, required to attend for jury service during their ordinary working hours shall be reimbursed by the employer an amount equal to the difference between the amount paid in respect of their attendance for such jury service and the ordinary pay the employee would have been paid if the employee was not absent on jury service.
- (b) Alternatively, by agreement, fees (other than meal allowance) received by the employee to attend jury service will be paid to the employer and the employer will continue to pay the employee their ordinary pay for the time the employee was absent on jury service.
- (c) Employees shall notify their employer as soon as practicable of the date upon which they are required to attend for jury service and shall provide their employer with proof of such attendance, the duration of such attendance and the amount received in respect thereof.
- (d) If the employee is not required to serve on a jury for a day or part of a day after attending for jury service and the employee would ordinarily be working for all or part of the remaining day, the employee must, if practicable, present for work at the earliest reasonable opportunity.
- (e) "Ordinary pay" means the rate of pay that an employee would normally expect to receive for working ordinary hours on an ordinary day of the week, including any over-award payment. "Ordinary pay" excludes overtime, penalty rates of all types - including those attaching to working ordinary hours (for example) on a Saturday, disability allowances, shift allowances, special rates, fares and travelling time allowances, bonuses and other ancillary payments of a like nature.

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

## **8.1 Transport**

8.1.1 Employees on availability rosters recalled to work, other than for pre-arranged overtime and who elect to use a private vehicle will be, paid the appropriate mileage allowance prescribed in the Award. If a private vehicle is not used, the Employer will arrange and pay for alternative transport (taxi).

## **8.2 Travelling after overtime**

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

## **8.3 Accommodation, fares, travelling allowance and transfer conditions**

8.3.1 All approved expenditure on accommodation and travel will be paid in full by the Employer.

8.3.2 Where it is necessary to travel in Australia outside of ordinary working hours, except in 8.3.5, time spent in such travel up to an including one-half hour before and after normal working hours shall be paid for at ordinary rates. Any time spent in travelling in excess of this shall attract a travelling time penalty rate which shall be the appropriate overtime rate with a maximum of double time:

8.3.3 Provided that when employees are required to work beyond normal ceasing time when overtime rates will apply, time spent in travelling back to the station shall be paid for at the rate of overtime which was applicable prior to ceasing work. For the purpose of this proviso, time spent in travelling shall not be regarded as time worked for the purpose of obtaining any other award benefits.

8.3.4 Where travelling is involved on Saturdays, Sundays and public holidays, all time spent in such travelling shall attract the travelling time penalty rate of the appropriate overtime rate with a maximum of double time.

8.3.5 Employees temporarily transferred who are required to travel outside ordinary working hours shall be paid ordinary rates of pay for the time spent in travelling before the usual starting time and/or after the usual ceasing time:

Provided that the maximum number of hours actually spent in travelling to be paid for shall be 12 per day;

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

8.3.6 Where employees provide their own vehicles and the vehicles are necessary for the proper discharge of their duties and their use is authorised by the Employer, such employees shall be paid an allowance as specified in the Australian Tax Office rates.

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

### **9.1 Training**

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

(a) developing a more highly skilled and flexible workforce;

(b) providing employees with career opportunities through appropriate training to acquire additional skills; and

(c) removing barriers to the use of skills acquired.

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

### **10.1 Occupational health and safety**

Every employee should expect to work without injury - no job is worth doing in an unsafe manner.

The Employer will fulfil its legal obligations and is committed to minimising the risk of injury and to maximising the safety and security of all employees.

Improving safety makes good business sense because it will protect employees and reduce costs.

## **10.2 Protective clothing and safety footwear**

Employees will be provided with appropriate clothing and footwear to ensure their safety within the workplace. Employees will be required to wear the clothing and footwear as supplied and directed. Three sets of clothing and one pair of footwear will be provided annually to employees, including specific task employees and will be replaced, if necessary, due to fair wear and tear.

Within the constraints set by legislation, regulation and safety requirements, the clothing and footwear supplied will be by agreement between the workforce and the Employer.

## **10.3 Tools**

The Employer will make available the appropriate tools (with the exception of the normal hand tools) which are not provided by employees as part of the payment of the tool allowance, to ensure that employees can complete their work safely and efficiently.

Employees will be allowed reasonable time each week to put their tools, benches and machines in order.

Technicians required to use tools will be supplied with a tool kit on an issue and return basis, with replacement of issued tools on loss, or as a result of fair wear and tear. The tools will be of an agreed quality and the range will be sufficient to ensure that the employee can complete their work safely and efficiently.

## **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 the 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 officer's Union; or
  - (ii) is a party to a QWA or ancillary document, unless the employee has given written consent for the

records to be inspected; or

(iii) has made a written request to the Employer that the employee does not want that employee's record inspected.

(c) The authorised industrial officer may make a copy of the record, but cannot require any help from the Employer.

(d) A person must not coerce an employee or prospective employee into consenting, or refusing to consent, to the inspection of their records by an authorised industrial officer.

#### 11.1.4 *Discussions with employees*

An authorised industrial officer is entitled to discuss with the Employer, or a member or employee eligible to become a member of the authorised industrial officer's 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 officer's Union during non-working time.

#### 11.1.5 *Conduct*

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

### **11.2 Time and wages record**

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

(a) the employee's Award classification;

(b) the Employer's full name;

(c) the name of the Award under which the employee is working;

(d) the number of hours worked by the employee during each day and week, the times at which the employee started and stopped work, and details of work breaks including meal breaks;

(e) a weekly, daily or hourly wage rate - details of the wage rate for each week, day, or hour at which the employee is paid;

(f) the gross and net wages paid to the employee;

(g) details of any deductions made from the wages; and

(h) contributions made by the Employer to a superannuation fund.

11.2.2 The time and wages record must also contain:

(a) the employee's full name and address;

(b) the employee's date of birth;

(c) details of sick leave credited or approved, and sick leave payments to the employee;

(d) the date when the employee became an employee of the Employer;

(e) if appropriate, the date when the employee ceased employment with the Employer; and

(f) if a casual employee's entitlement to long service leave is worked out under section 47 of the Act - the total hours, other than overtime, worked by the employee since the start of the period to which the entitlement relates, worked out to and including 30 June in each year.

11.2.3 The Employer must keep the record for 6 years.

11.2.4 Such records shall be open to inspection during the Employer's business hours by an inspector of the Department

of Industrial Relations, in accordance with section 371 of the Act, or an authorised industrial officer in accordance with sections 372 and 373 of the Act.

### **11.3 Union encouragement**

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

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

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

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

#### *11.3.2 Union delegates*

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

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

#### *11.3.3 Deduction of union fees*

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

### **11.4 Union representative**

11.4.1 Upon receiving written advice from the Branch Secretary of the relevant Union that a member has been appointed to act as a Union representative at a workplace or a section of a workplace the Employer shall recognise such person as accredited by the Union for as long as they remain so appointed and attached to the workplace.

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

- (a) discuss with the Union members at the workplace, matters relative to working conditions and other matters, with a view to avoiding industrial disputation;
- (b) discuss with duly accredited full-time officers of the relevant Union matters referred to above;
- (c) discuss with the Employer matters raised by members affecting their employment at the workplace.

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

### **11.5 Trade union training leave**

When authorised by the relevant Union, and after giving one month's notice, an employee is entitled to 5 days' paid leave per calendar year to attend training conducted by Union approved training organisations. Leave must be at the convenience of the Employer.

Payment will be at the all purpose rate and no additional payments will be incurred.

### **SCHEDULE 1 - Union rationalisation**

Unions party to this Award agree:

1. That the ACTU principles of Union rationalisation apply in respect to Union categories of 'Principle', 'Significant' and 'Other'.

2. That there be 6 Unions as parties to the Gladstone Power Station Award - State; those Unions being:
  - (a) The Electrical Trades Union of Employees of Australia, Queensland Branch;
  - (b) Australian Services Industrial Union of Employees (Queensland Local Government, Energy, Ports, Information Technology, Social and Community Services, Queensland Branch.);
  - (c) Automotive, Metals and Engineering Industrial Union of Employees, Queensland;
  - (d) Federated Engine Drivers' and Firemens' Association of Australasia Queensland Branch, Union of Employees;
  - (e) The Association of Professional Engineers and Scientists, Australia, Queensland Branch;
  - (f) Federated Ironworkers Association of Australia (Queensland Branch) Union of Employees.
3. That there be 5 Unions party to the G.P.S. Staff M.O.U.; those Unions being:
  - (a) The Electrical Trades Union of Employees of Australia, Queensland Branch;
  - (b) Australian Services Industrial Union of Employees (Queensland Local Government, Energy, Ports, Information Technology, Social and Community Services, Queensland Branch);
  - (c) Automotive, Metals and Engineering Industrial Union of Employees, Queensland;
  - (d) Federated Engine Drivers' and Firemens' Association of Australasia Queensland Branch, Union of Employees;
  - (e) The Association of Professional Engineers, Australia, Queensland Branch, Union of Employees.
4. In respect to current employees who maybe members of an organisation which will not be party to the Award and staff M.O.U. at G.P.S. it has been determined that those employees be given the choice of joining either the principal Union which has registered coverage for their calling, or a significant Union which has registered coverage.
5. In respect to new employees after NRG Gladstone Operating Services Pty Ltd becomes the Employer, the ACTU principles will apply; that is, they will be encouraged to join either the principle Union or the significant Union, which has the appropriate registration of the calling involved.
6. In respect to employees engaged by contractors and/or subcontractors in the areas of commercial cleaning, catering, or security, membership and recruitment rights of the Australian Liquor, Hospitality and Miscellaneous Workers Union, and the Queensland Branch, Union of Employees will continue, provided that any changes in the status of the contract commercial cleaning, contract catering, or contract security at Gladstone Power Station will be the subject of discussions between the relevant principal and significant Unions and the Australian Liquor, Hospitality and Miscellaneous Workers Union, and the Queensland Branch, Union of Employees.
7. Commitment to form a single bargaining unit at Gladstone Power Station in accordance with the State single bargaining unit policy.

Dated 13 February 2003

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

Operative Date: 13 February 2003