

QUEENSLAND INDUSTRIAL RELATIONS COMMISSION

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

**LOCAL GOVERNMENT EMPLOYEES' (EXCLUDING BRISBANE CITY COUNCIL)
AWARD - STATE 2003**

Following the Declaration of the General Ruling in the 2010 State Wage Case (matter numbers B/2010/20 and B/2010/21), the Local Government Employees' (Excluding Brisbane City Council) 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 Local Government Employees' (Excluding Brisbane City Council) Award - State 2003 as at 1 September 2010.

Dated 1 November 2010.

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

**LOCAL GOVERNMENT EMPLOYEES' (EXCLUDING BRISBANE CITY COUNCIL)
AWARD - STATE 2003**

PART 1 - APPLICATION AND OPERATION

1.1 Title

This Award is known as the Local Government Employees' (Excluding Brisbane City Council) Award - State 2003.

1.2 Arrangement

Subject Matter	Clause No.
PART 1 - APPLICATION AND OPERATION	
Title	1.1
Arrangement	1.2
Award coverage	1.3
Parties bound	1.4
Definitions	1.5
Date of operation	1.6
Area of operation	1.7
Relationships with other industrial instruments	1.8
PART 2 - FLEXIBILITY	
Enterprise flexibility	2.1
PART 3 - COMMUNICATION, CONSULTATION AND DISPUTE RESOLUTION	
Workplace consultation	3.1
Grievance and dispute settling procedure	3.2
PART 4 - EMPLOYER AND EMPLOYEES' DUTIES, EMPLOYMENT RELATIONSHIP AND RELATED ARRANGEMENTS	
Employment categories	4.1
Mixed functions	4.2
Probationary period	4.3
Part-time employment	4.4
Casual employment	4.5
Trainees	4.6

Subject Matter	Clause No.
Anti-discrimination	4.7
Termination of employment	4.8
Introduction of change	4.9
Redundancy	4.10
Continuity of service - transfer of calling	4.11
 PART 5 - WAGES AND WAGE RELATED MATTERS	
Classification descriptions	5.1
Progression between levels	5.2
Junior employees	5.3
Interim characteristics of levels	5.4
Wages	5.5
Payment of wages	5.6
Owner drivers	5.7
Allowances	5.8
Camp allowance/accommodation	5.9
Superannuation	5.10
 PART 6 - HOURS OF WORK, BREAKS, OVERTIME, SHIFT WORK, WEEKEND WORK	
Hours of work	6.1
Shift work	6.2
Meal breaks	6.3
Rest pauses	6.4
Overtime	6.5
 PART 7 - LEAVE OF ABSENCE AND PUBLIC HOLIDAYS	
Annual leave	7.1
Sick leave	7.2
Bereavement leave	7.3
Long service leave	7.4
Family leave	7.5
Public holidays	7.6
Jury service	7.7
 PART 8 - TRANSFERS, TRAVELLING AND WORKING AWAY FROM USUAL PLACE OF WORK	
Travelling arrangements	8.1
 PART 9 - TRAINING AND RELATED MATTERS	
Training	9.1
 PART 10 - OCCUPATIONAL HEALTH AND SAFETY MATTERS, EQUIPMENT, TOOLS AND AMENITIES	
Camp accommodation	10.1
Established camps	10.2
Temporary camps	10.3
 PART 11 - AWARD COMPLIANCE AND UNION RELATED MATTERS	
Right of entry	11.1
Time and wages record	11.2
Award posting	11.3
Union encouragement	11.4
Trade union training leave	11.5
Classification structure	Schedule 1
Local Authority Theatres	Schedule 2

1.3 Award coverage

Notwithstanding the provisions of any other State Award or Industrial Agreement, this Award shall apply to Employers as defined in clause 1.5.3 and their employees.

This Award shall not apply to employees covered by the following Awards:

Child Care Industry Award - State 2003
Early Childhood Education Award - State
Nurses' Award - State
Engineering Award - State 2002
Building Trades Public Sector Award - State 2002

1.4 Parties bound

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

The Australian Workers' Union of Employees, Queensland;
Federated Engine Drivers' and Firemen's Association of Australasia, Queensland Branch, Union of Employees;
Transport Workers' Union of Australia, Union of Employees (Queensland Branch);
The Australian Liquor, Hospitality and Miscellaneous Workers Union, Queensland Branch, Union of Employees and their members.

1.5 Definitions

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

1.5.2 "Commission" means the Queensland Industrial Relations Commission.

1.5.3 "Employer" means Local Governments and Joint Boards within the meaning of the *Local Government Act 1993* and Aboriginal Community Councils within the meaning of the *Community Services (Aborigines) Act 1984* and Island Councils within the meaning of the *Community Services (Torres Strait) Act 1984*.

1.5.4 "Union" means:

The Australian Workers' Union of Employees, Queensland; or the Federated Engine Drivers' and Firemen's Association of Australasia, Queensland Branch, Union of Employees; or the Transport Workers' Union of Australia, Union of Employees (Queensland Branch); or the Australian Liquor, Hospitality and Miscellaneous Workers Union, Queensland Branch, Union of Employees.

1.6 Date of operation

This Award takes effect from 15 September 2003.

1.7 Area of operation

For the purpose of this Award, the divisions and districts shall be as follows:

1.7.1 Divisions

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

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

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

1.7.2 Districts

(a) Northern Division:

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

Western District - The remainder of the Northern Division.

(b) Southern Division:

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

Western District - The remainder of the Southern Division.

1.8 Relationship with other industrial instruments

- 1.8.1 Any Second Tier Agreement lodged with and approved by the Commission shall continue in force and not be affected by the making of this Award.
- 1.8.2 The implementation of this Award shall not automatically make invalid any registered Industrial Agreement which applied to employees of Employers bound by this Award prior to 31 May 1993. Such Agreements shall continue in force and have legal effect until terminated in accordance with the Act.

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

PART 3 - COMMUNICATION, CONSULTATION AND DISPUTE RESOLUTION

3.1 Workplace consultation

At each workplace, a mechanism to facilitate workplace consultation shall be established. Such mechanism shall be appropriate to the size and structure of the Employer and have the aim of encouraging communication between the Employer and its employees.

3.2 Grievance and dispute settling procedure

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

- 3.2.1 In the event of an employee having a grievance or dispute the employee shall in the first instance attempt to resolve the matter with the immediate supervisor, who shall respond to such request as soon as reasonably practicable under the circumstances. Where the dispute concerns alleged actions of the immediate supervisor the employee/s may bypass this level in the procedure.
- 3.2.2 If the grievance or dispute is not resolved under clause 3.2.1, the employee or the employee's representative may refer the matter to the next higher level of management for discussion. Such discussion should, if possible, take place within 24 hours after the request by the employee or the employee's representative.
- 3.2.3 If the grievance involves allegations of unlawful discrimination by a supervisor the employee may commence the grievance resolution process by reporting the allegations to the next level of management beyond that of the supervisor concerned. If there is no level of management beyond that involved in the allegation the employee may proceed directly to the process outlined at clause 3.2.5.
- 3.2.4 If the grievance or dispute is still unresolved after discussions mentioned in clause 3.2.2, the matter shall, in the case of a member of a Union, be reported to the relevant officer of that Union and the senior management of the Employer or the Local Government Association of Queensland Inc. An employee who is not a member of a Union may report the grievance or dispute to senior management. This should occur as soon as it is evident that discussions under clause 3.2.2 will not result in resolution of the dispute and where practicable should take place within 7 days.

- 3.2.5 If, after discussion between the parties, or their nominees mentioned in clause 3.2.4, the dispute remains unresolved after the parties have genuinely attempted to achieve a settlement, then notification of the existence of the dispute may be given to the Commission in accordance with the provisions of the Act.
- 3.2.6 Whilst all of the above procedure is being followed, normal work shall continue except in the case of a genuine safety issue.
- 3.2.7 The *status quo* existing before the emergence of the grievance or dispute is to continue whilst the above procedure is being followed, provided that clause 3.2.7 shall not prejudice the rights or duties of the employee or employer.
- 3.2.8 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.
- 3.2.9 Any Order or Decision of the Commission (subject to the parties' right of appeal under the Act) will be final and binding on all parties to the dispute.
- 3.2.10 Discussions at any stage of the procedure shall not be unreasonably delayed by any party, subject to acceptance that some matters may be of such complexity or importance that it may take a reasonable period of time for the appropriate response to be made. If genuine discussions are unreasonably delayed or hindered, it shall be open to any party to give notification of the dispute in accordance with the provisions of the Act.

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

4.1 Employment categories

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

Employment categories are:

- (a) full-time;
 - (b) part-time (as prescribed in clause 4.4); or
 - (c) casual (as prescribed in clause 4.5).
- 4.1.2 An Employer may direct an employee to carry out such duties as are reasonably within the limits of the employee's skill, competence and training provided that such duties are not designed to promote deskilling.
- 4.1.3 An Employer may direct an employee to carry out such duties and use such tools, equipment and plant as may be required provided that the employee has been properly trained in the use of such tools, equipment and plant.
- 4.1.4 Any direction issued by an Employer pursuant to clauses 4.1.2 and 4.1.3 shall be consistent with the Employer's responsibilities to provide a safe and healthy working environment.
- 4.1.5 Subject to the stand-down provisions contained in section 98 of the Act, all time lost through wet weather shall be paid for provided that an employee reports for work and is ready and willing to perform any work or undertake any training required by the Employer.
- 4.1.6 *Abandonment of employment*
- (a) An employee who has been absent for a period of 7 working days without the consent of the Employer and who does not, during such time, establish to the satisfaction of the Employer a reasonable cause for the absence shall be deemed to have abandoned their employment.
 - (b) Before an employee is terminated on the basis of abandonment of employment, the Employer shall make a reasonable effort to contact the employee.
 - (c) Any termination of employment on the basis of abandonment shall be effective as from the date of the last attendance at work or the last day's absence in respect of which consent was granted.

4.2 Mixed functions

An employee primarily engaged on the duties of a higher level for a total of more than 4 hours on any day shall be paid the rate applicable to such higher level for the entire day.

4.3 Probationary period

Appointment to all positions shall be for a 3 month probationary period unless there is agreement in writing between the Employer and the employee as to what may constitute a reasonable period of probation.

4.4 Part-time employment

4.4.1 A part-time employee means a weekly employee who:

(a) is employed on predetermined days of the week for a regular number of hours, and

(b) is employed for more than 10 hours per week but for less than 38 hours per week.

4.4.2 A part-time employee shall be paid an hourly rate equal to 1/38 of the weekly rate prescribed by this Award for the classification under which they are engaged.

4.4.3 A part-time employee who works in excess of the ordinary daily or weekly hours prescribed in the contract of employment shall be paid overtime at the rates prescribed in clause 6.5 (Overtime).

4.4.4 Part-time employees shall be entitled to receive *pro rata* entitlements to annual leave, public holidays, sick leave, bereavement leave and long service leave, in accordance with this Award.

4.4.5 A part-time employee shall be entitled to the full provisions prescribed for permanent employees under clauses 4.9 (Introduction of Change) and 4.10 (Redundancy).

4.4.6 Where a public holiday falls on a day upon which a part-time employee is normally engaged, that employee shall be paid their ordinary time rate of pay for the number of hours normally worked on that day.

4.4.7 All other provisions of this Award relevant to full-time employees shall apply to part-time employees.

4.5 Casual employment

4.5.1 Casual employees shall be paid a loading of 23 percent per hour over the ordinary hourly rate.

4.5.2 The term "casual employee" shall not apply to employees engaged in accordance with the terms of clause 4.4 (Part-time employment).

4.5.3 It shall be stipulated at the commencement of the engagement whether the engagement is on a weekly or casual basis.

4.5.4 The ordinary hourly rate shall be computed by dividing the weekly rates by the number of ordinary working hours prescribed. Casual employees shall receive a minimum payment of 3 hours for each engagement:

Provided that casual employees engaged at cemeteries or on hospitality, cleaning or caretaking activities shall receive a minimum payment of 2 hours for each engagement.

4.5.5 Casual employees shall be entitled to receive overtime, week-end penalties and public holiday penalty payments in accordance with the terms of this Award.

4.5.6 *Owner drivers of motor vehicles*

(a) Where owner drivers of motor vehicles are employed as casual employees they shall be paid a loading of 23 percent per hour over the ordinary hourly rate.

(b) A casual owner driver is not entitled to receive the loading prescribed in clause 4.5.6 (a) on the vehicle hire rate set out in clause 5.7.1.

4.6 Trainees

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

4.7 Anti-discrimination

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

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

(b) sexual harassment; and,

(c) racial and religious vilification.

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

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

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

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

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

4.8 Termination of employment

4.8.1 Statement of employment

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

4.8.2 Termination by employer

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

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

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

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

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

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

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

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

4.8.3 Notice of termination by employee

The notice of termination required to be given by an employee shall be one week.

If an employee fails to give notice, the employer shall have the right to withhold monies due to the employee with a maximum amount equal one week.

This clause shall not apply to casual employees or to employees engaged for a specific period of time or for a specific task or tasks.

4.8.4 *Time off during notice period*

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

4.9 Introduction of changes

4.9.1 *Employer's duty to notify*

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

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

4.9.2 *Employer's duty to consult over change*

- (a) The employer shall consult the employees affected and, where relevant, their Union or Unions about the introduction of the changes, the effects the changes are likely to have on employees (including the number and categories of employees likely to be dismissed, and the time when, or the period over which, the employer intends to carry out the dismissals), and the ways to avoid or minimise the effects of the changes (e.g. by finding alternative employment).
- (b) The consultation must occur as soon as practicable after making the decision referred to in clause 4.9.1.
- (c) For the purpose of such consultation the employer shall provide in writing to the employees concerned and, where relevant, their Union or Unions, all relevant information about the changes including the nature of the changes proposed, the expected effects of the changes on employees, and any other matters likely to affect employees:

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

4.10 Redundancy

4.10.1 *Consultation before terminations*

- (a) Where an employer decides that the employer no longer wishes the job the employee has been doing to be done by anyone, and this is not due to the ordinary and customary turnover of labour, and that decision may lead to termination of employment, the employer shall consult the employee directly affected and where relevant, their Union or Unions.
- (b) The consultation shall take place as soon as it is practicable after the employer has made a decision, which will invoke the provisions of clause 4.10.1(a) and shall cover the reasons for the proposed terminations, measures to avoid or minimise the terminations and/or their adverse effects on the employees concerned.
- (c) For the purpose of the consultation the employer shall, as soon as practicable, provide in writing to the employees concerned and, where relevant, their Union or Unions, all relevant information about the proposed terminations including the reasons for the proposed terminations, the number and categories of employees likely to be affected, the number of workers normally employed and the period over which the terminations are likely to be carried out:

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

4.10.2 *Transfer to lower paid duties*

- (a) Where an employee is transferred to lower paid duties for reasons set out clause 4.10.1 the employee shall be entitled to the same period of notice of transfer as the employee would have been entitled to if the employee's employment had been terminated under clause 4.8.
- (b) The employer may, at the employer's option, make payment in lieu thereof of an amount equal to the difference between the former amounts the employer would have been liable to pay and the new lower amount the employer is liable to pay the employee for the number of weeks of notice still owing.
- (c) The amounts must be worked out on the basis of:
 - (i) the ordinary working hours to be worked by the employee; and
 - (ii) the amounts payable to the employee for the hours including for example, allowances, loadings and penalties; and
 - (iii) any other amounts payable under the employee's employment contract.

4.10.3 *Transmission of business*

- (a) Where a business is, whether before or after the date of insertion of this clause in the Award transmitted from an employer (transmittor) to another employer (transmittee), and an employee who at the time of such transmission was an employee of the transmittor of the business, becomes an employee of the transmittee:
 - (i) the continuity of the employment of the employee shall be deemed not to have been broken by reason of such transmission; and
 - (ii) the period of employment which the employee has had with the transmittor or any prior transmittor shall be deemed to be service of the employee with the transmittee.
- (b) In clause 4.10.3, 'business' includes trade, process, business or occupation and includes a part or subsidiary (which means a corporation that would be taken to be a subsidiary under the Corporations Law, whether or not the Corporations Law applies in the particular case) of any such business and 'transmission' includes transfer, conveyance, assignment or succession whether by agreement or by operation of law and 'transmitted' has a corresponding meaning.

4.10.4 *Time off during notice period*

- (a) Where a decision has been made to terminate an employee in the circumstances outlined in clause 4.10.1, the employee shall be allowed up to one day's time off without loss of pay during each week of notice for the purpose of seeking other employment.
- (b) If the employee has been allowed paid leave for more than one day during the notice period for the purpose of seeking other employment, the employee shall, at the request of the employer, be required to produce proof of attendance at an interview or the employee shall not receive payment for the time absent. For this purpose a statutory declaration will be sufficient.

4.10.5 *Notice to Centrelink*

Where a decision has been made to terminate employees in the circumstances outlined in clause 4.10.1, the employer shall notify Centrelink as soon as possible giving all relevant information about the proposed terminations, including a written statement of the reasons for the terminations, the number and categories of the employees likely to be affected, the number of workers normally employed and the period over which the terminations are intended to be carried out.

4.10.6 *Severance pay*

- (a) In addition to the period of notice prescribed for ordinary termination in clause 4.8.2(a), and subject to further order of the Commission, an employee whose employment is terminated for reasons set out in clause 4.10.1(a), shall be entitled to the following amounts of severance pay:

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

More than 8 years but not more than 9 years	12
More than 9 years but not more than 10 years	13
More than 10 years but not more than 11 years	14
More than 11 years but not more than 12 years	15
More than 12 years	16

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

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

4.10.7 *Superannuation benefits*

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

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

4.10.8 *Employee leaving during notice*

An employee whose employment is terminated for reasons set out in clause 4.10.1(a), may terminate such employment during the period of notice, and, if so, shall be entitled to the same benefits and payments under this clause had such employee remained with the employer until the expiry of such notice:

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

4.10.9 *Alternative employment*

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

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

Clause 4.10 shall not apply to employees with less than one year's continuous service and the general obligation on employers should be no more than to give relevant employees an indication of the impending redundancy at the first reasonable opportunity, and to take such steps as may be reasonable to facilitate the obtaining by the employees of suitable alternative employment.

4.10.11 *Employees exempted*

Clause 4.10 shall not apply:

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

4.10.12 *Employers exempted*

- (a) Subject to an order of the Commission, in a particular redundancy case, clause 4.10 shall not apply to an employer that employ employees working a total of fewer than 550 hours on average per week, excluding overtime, Monday to Sunday. The 550 hours shall be averaged over the previous 12 months.

4.10.13 *Exemption where transmission of business*

- (a) The provisions of clause 4.10.6 are not applicable where a business is before or after the date of the insertion of this clause into the Award, transmitted from an employer (transmittor) to another employer (transmittee), in any of the following circumstances:
 - (i) where the employee accepts employment with the transmittee which recognises the period of continuous service which the employee had with the transmittor, and any prior transmittor, to be

- continuous service of the employee with the transmittee; or
- (ii) where the employee rejects an offer of employment with the transmittee:
- (A) in which the terms and conditions are substantially similar and no less favourable, considered on an overall basis, than the terms and conditions applicable to the employee at the time of ceasing employment with the transmitter; and
- (B) which recognises the period of continuous service which the employee had with the transmitter and any prior transmitter to be continuous service of the employee with the transmittee.
- (b) The Commission may amend clause 4.10.13(a)(ii) if it is satisfied that it would operate unfairly in a particular case, or in the instance of contrived arrangements.

4.10.14 *Incapacity to pay*

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

4.11 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 Classification descriptions

Chainperson Grade II shall mean a surveyor's labourer with at least 6 months' experience who has satisfied the Employer of being capable of carrying out all basic functions as regards measurements, marking of lines, placing of pegs, marking of trees and care of equipment.

Chainperson Grade I shall mean a Chainperson Grade II with at least 18 months' experience as such who has demonstrated to the Employer the ability to carry out cross-sectioning and competently use clinometers and compasses.

Instrument Hand shall mean a Chainperson Grade I appointed as such by an Employer, who is considered competent and is required by the Employer to set up a theodolite and use the telescope of the theodolite to control the position of a person or an object in relation to a fixed line, set up a tripod fitted with a tribach for use with prism targets associated with electronic distance measurement or total stations and operate electronic equipment to detect underground pipes and/or measure water depth, and who is responsible for the care of such equipment.

Tip Master shall mean an employee who, in addition to the duties of a tip attendant is responsible for the day to day operation of a refuse tip. The duties of this position will include responsibility for opening and closing of gates, weighing of commercial loads, collection and remittance of fees and direction of other employees and members of the public in relation to the position and management of the tip face and surrounds.

Articulated Vehicle shall mean a vehicle with 3 or more axles, comprising a power unit (called "Truck Tractor", "Prime Mover", etc.) and semi-trailer which is superimposed on the power unit, and coupled together by means of a king pin revolving on a turntable and is articulated whether automatically detachable or permanently coupled.

G.C.M. (Gross Combination Mass) means the maximum permissible mass of a loaded vehicle combination (i.e. for the motor vehicle and trailer(s) attached to it) as stated in the certificate of registration.

G.V.M. (Gross Vehicle Mass) means the maximum permissible mass of a loaded vehicle as stated in the certificate of registration.

Low Loader means a vehicle consisting of a tandem drive prime mover and a gooseneck semi-trailer (not being a drop deck semi-trailer) with the loading area of the semi-trailer a maximum of one metre off the ground, the prime mover and gooseneck semi-trailer being designed and manufactured and plated to operate at the required mass limit.

5.2 Progression between levels

Progression from one level to another will occur through appointment by an Employer to a position which primarily requires the exercise of skills and responsibilities characteristic of a particular level.

5.3 Junior employees

5.3.1 Employees under 18 years of age shall be paid 60% of the minimum rate applying to Level 1.

Employees 18 years and under 19 years who perform duties other than those expected of an adult shall be paid 75% of the minimum rate applying to Level 1:

Provided that junior rates shall not apply to cleaners, caretakers, watchpersons, parking meter maintenance attendants and employees engaged at cemeteries.

5.3.2 Notwithstanding clause 5.3.1, junior employees engaged in hospitality tasks such as cooking or serving drinks or food should be paid the following percentages of the minimum adult rate for a Level 1 Local Government Employee:

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

5.4 Interim characteristics of levels

The characteristics outlined in clause 5.4 are of an interim nature to assist in the implementation of the Award. They will be subject to review following the development of specific Local Government skills and competency standards.

5.4.1 Level 1 (87.5% - first 6 months, 90% - thereafter)

At this level, employees, including certain employees during their first 6 months of employment, would perform a range of basic tasks in accordance with specific guidelines and procedures. Work would be performed under regular supervision.

Activities normally associated with this level would include:

basic labouring tasks;
cleaning;
caretaking;
basic operational or maintenance tasks associated with cemeteries, depots or swimming pools;
basic hospitality tasks relating to serving of drinks and cooking;
driving a rigid motor vehicle up to 4.5t GVM.

5.4.2 Level 2 (92.5%)

At this level, employees perform a range of tasks involving general skills. Typically, industry experience enables the application of such general skills to the requirements of the work. Work would be performed under regular supervision.

Activities normally associated with this level would include:

Surveyors Chainperson Grade II;
bitumen asphalt or concrete work;
operation of a variety of hand held power tools or machinery (including motor mowers);
general gardening duties;
driving a rigid motor vehicle exceeding 4.5t GVM up to 11t GVM;
driving a motor bus carrying fare paying passengers with less than 12 seats;
general sewerage or water maintenance work;
assisting rubbish or sanitary vehicle drivers.

5.4.3 Level 3 (95%)

At this level, employees perform a broad range of tasks requiring developed industry skills. Employees would exercise a broad knowledge of construction and/or maintenance activities and either individually or as part of a team be able to undertake a substantial proportion of typical projects. The work would be performed under general supervision.

Activities normally associated with this level would include:

Surveyor's Chainperson Grade I;
pipelaying, concrete finishing, scaffolding;
supervision of refuse tip (tip master);
skilled gardening work (e.g. grafting, propagating);
driving a rigid motor vehicle exceeding 11t GVM up to 15t GVM;

driving a motor bus with more than 12 seats;
store operations;
person in charge - Municipal Baths;
operation of small ride-on equipment or light mechanical plant;
operation of light mechanical plant including ride-on mower/tractor with implements, motor vehicles with capacity exceeding 6.08t, pneumatic tyred tractor without powered attachments up to 70 KW, pneumatic tyred tractor with powered attachments up to 35 KW, crawler tractor without powered attachments up to 4,536 kgs, crawler tractor with powered attachments up to 2,721 kgs, powered vibrating road roller up to 4 tonne, pneumatic tyred powered road roller up to 8 tonne, steel wheeled powered road roller up to 8 tonne , pile driving machine, motor mower driver - cemeteries.

5.4.4 *Level 4 (97.5%)*

At this level, employees perform more highly skilled and, often, specialised tasks. In some cases these tasks would require formal training and involve the holding of an appropriate authority. A sound knowledge of Council By-laws or legislative provisions relevant to the area of work would also be a feature. The work would be performed under general supervision.

Activities normally associated with this level would include:

operation of large ride-on equipment (e.g. skid steer loader exceeding 2,000cc) or ride-on mower exceeding 12 h.p.);
dogman, rigger;
general by-laws enforcement (with relevant experience);
grave digging;
beach inspector (second 6 months of experience);
operation of forklifts and hydraulic mobile platforms;
Surveyor's Instrument Hand.
driving a rigid motor vehicle exceeding 15t GVM;
driving a rigid motor vehicle (truck tractor) and heavy trailer combination (trailer having loaded mass of 3.5t or more) not exceeding 22.5t GCM;
driving an articulated vehicle (with 3 axles) not exceeding 24t GCM).

5.4.5 *Level 5 (100%)*

At this level, employees perform work at the trade or equivalent level. This would generally involve the selection and application of appropriate skills to suit varying demands of the work. Supervision or direction of other employees would often be a feature of this level. The work would be performed under limited supervision.

Activities normally associated with this level would include:

form setting (requiring trade level skills);
bridge carpentry;
parking meter maintenance;
beach inspector (12 months' experience);
Manager - Municipal Baths;
supervisory by-law enforcement activities;
qualified Cook;
assist in the operation of a Water Treatment Plant;
horticulturalist (trade qualified).
driving a rigid motor vehicle (truck tractor) and heavy trailer combination (trailer having loaded mass of 3.5t or more) exceeding 22.5t GCM;
driving an articulated vehicle exceeding 24t GCM;
driving a low loader not exceeding 43t GCM.
earthmoving equipment serviceman;
operation of medium mechanical plant; including backhoe, street sweeping machine, single unit grader up to 35 KW, scraper loader up to 10 cubic metre capacity, excavator up to .5 cubic metre capacity, front-end or overhead loader up to 2.25 cubic metre capacity, pneumatic tyred tractor without powered attachment over 70 KW, pneumatic tyred tractor with powered attachment 35 to 110 KW, crawler tractor without powered attachment over 4,535 kgs shipping weight, crawler tractor with powered attachment 2,721 to 18,143 kgs shipping weight, powered vibrating road roller over 4 tonne, pneumatic tyred powered road roller over 8 tonne, steel wheeled powered road roller over 8 tonne, mobile crane up to 15 tonne.

5.4.6 *Level 6 (105%)*

At this level, employees would exercise trade or equivalent skills at a level higher than that applicable in Level 5. The work would generally involve the application of such skills in a more complex area or to a more advanced degree. The work would generally be performed under remote supervision.

Activities normally associated with this level would include:

assist in the operation of a sewerage treatment plant;
operation of primary treatment plants;
diving;
co-ordination of by-laws, monitoring and enforcement operation;
driving a rigid motor vehicle (truck tractor) and heavy trailer(s) combination (trailer having loaded mass of 3.5t or more) exceeding 42.5 GCM;
driving an articulated or double articulated vehicle exceeding 42.5 GCM;
driving a low loader exceeding 43t GCM;
operation of heavy mechanical plant; single unit grader over 35 KW, scraper loader over 10 cubic metre capacity, excavator over .5 cubic metres, front-end or overhead loader over 2.25 cubic metres, pneumatic tyred tractor with powered attachment over 110 KW, crawler tractor with powered attachment over 18,143 kgs shipping weight, mobile crane 15 to 100 tonne.

5.4.7 Level 7 (110%)

At this level, employees would exercise precision skills in areas involving advanced and specialised processes or technology. A general feature of this level would be the detection and rectification of problems requiring detailed knowledge (beyond that applicable at the trade or equivalent level) of a specialised area. Skills appropriate at this level would generally be acquired through the completion of appropriate courses of study.

Employees would be expected to exercise a significant level of discretion in relation to the organisation of work, the application of appropriate skills and timeframes for completion under remote supervision.

(Note: This level is not an operative section of the Award until further Order from the Commission.)

5.4.8 Level 8 (115%)

At this level, employees would exercise precision skills in a more complex and substantial area of work than applies in Level 7. The work would involve detailed knowledge of complex equipment and automated processes which would be acquired through courses of study and significant relevant experience. The ability to identify and resolve problems which may occur throughout the area of work would be an essential element.

Employees would exercise extensive discretion in relation to the selection and organisation of appropriate work processes and resources under remote supervision.

Activities normally associated with this level would include:

Operation of a Class II sewerage treatment plant;
Operation of a water treatment plant.

5.4.9 Level 9 (120%)

At this level, employees would operate major installations involving highly complex equipment and automated processes. This would require extensive authority to determine appropriate procedures and corrective measures without reference to senior officers.

Activities normally associated with this level would include:

Operation of a Class I sewerage treatment plant.

5.5 Wages

5.5.1 The minimum rates of wages to be paid to the undermentioned classes of employees shall be as follows:

Classification	Relativity %	Award Rate Per Week \$
	(Note 3)	(Notes 1 and 2)
Level 1		
- First 6 months	87.5	627.90
- Thereafter	90	638.30
Level 2	92.5	648.70
Level 3	95	659.10
Level 4	97.5	669.60
Level 5	100	682.00

Level 6	105	702.90
Level 7	110	723.70
Level 8	115	742.60
Level 9	120	763.40

Note 1: The Award Rate includes wage increases and adjustments arising from State Wage Case decisions colloquially referred to as: 2nd Tier Adjustment; 1st (2 parts) and 2nd Structural Efficiency Adjustments; Minimum Rates Adjustments.

Note 2: The rates of pay in this Award are intended to include the arbitrated wage adjustment payable under the 1 September 2010 Declaration of General Ruling and earlier Safety Net Adjustments and arbitrated wage adjustments. This arbitrated wage adjustment may be offset against any equivalent amount in rates of pay received by employees whose wages and conditions of employment are regulated by this Award which are above the wage rates prescribed in the Award. Such payments include wages payable pursuant to certified agreements, currently operating enterprise flexibility agreements, Queensland workplace agreements, award amendments to give effect to enterprise agreements and overaward arrangements. Absorption which is contrary to the terms of an agreement is not required.

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

"Overaward" payment is defined as the amount in rates of pay which an employee would receive in excess of the minimum award wage as prescribed in this Award for the classification in which such employee is engaged which applied immediately prior to the date of operation of this Award:

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

Note 3: The percentage relativities column related to percentages applying before the application of the first \$8.00 arbitrated safety net adjustment made in accordance with the February 1994 Review of Wage Fixing Principles. The percentage relativities are based on a base rate and supplementary payment totalling \$417.20 per week.

5.5.2 Any wage increases resulting from the implementation of the salary structure of this Award shall be absorbable into overaward payments. Any wage increase resulting from the conversion of motor vehicle categories from carrying capacity to GVM/GCM operative from 3 February 1994 shall also be subject to absorption into overaward payments.

For the purposes of determining the wage increase resulting from the implementation of the salary structure, the allowances prescribed by clause 5.8.21 for drivers of rubbish and sanitary vehicles and their assistants shall be taken into account.

5.5.3 Any employee employed prior to 3 February 1994 whose wage rate was calculated on the carrying capacity of a motor vehicle, shall not be disadvantaged by the conversion to GCM or GVM.

5.6 Payment of wages

Payment of wages shall be made at least once a fortnight.

5.6.1 Wages shall be paid by way of electronic funds transfer (EFT) to a financial institution with EFT facilities nominated by the employee:

Provided that the Employer, at its discretion, may elect to pay wages by cash or cheque. Where it is established that an employee would suffer genuine hardship as a result of payment by EFT, discussions shall be held between the employee and the Employer on an alternate method of payment.

5.6.2 Where wages are paid by EFT, the Employer shall take all reasonable steps to enable the wages to be transferred to the employee's account prior to the normal ceasing time on the nominated payday. Where wages are paid by a means other than EFT, payment shall where reasonably practical be made in the Employer's time.

5.6.3 Where an employee's employment is terminated by either the Employer or by the employee, (where the employee has given notice in accordance with clause 4.8.3 of this Award), all monies due to the employee from the Employer shall be paid within 24 hours:

Provided that, where due to the locality of a workplace or the intervention of week-ends or public holidays, and payment within 24 hours is not reasonably practical, payment of monies due to the employee will be made at the earliest reasonable opportunity. Monies due to an employee who does not give notice in accordance with clause

4.8.3 of this Award shall be available to the employee at the earliest reasonable opportunity.

5.7 Owner drivers

Owner drivers whilst on annual leave and on days not worked by mutual arrangement (including sick leave, holidays as mentioned in clause 7.6 and long service leave) and during stoppages owing to wet weather, shall be paid at the rate applicable to a driver of that class of vehicle as contained in clause 5.5.

5.7.1 Owner drivers motor vehicle hire rates

(a) Part A

Owner-drivers using their own motor vehicles shall in addition to the rates prescribed in clause 5.5 of this Award be paid a hire rate to compensate for the fixed and operational costs of the vehicle in accordance with the rates set out hereunder:

(i) Tip trucks

Tonnes	Column 1 Weekly Rate \$	Column 2 Km Rate Cents	Column 3 Non- Reduction Rate	Column 4 Work Kms
Four Wheel Drive Vehicles up to and including 1 t	-	-	-	-
Up to and including 1t	-	-	-	-
Exceeding 1t/up to 2t	370.95	-	247.76	-
Exceeding 2t/up to 3t	397.03	-	367.38	-
Exceeding 3t/up to 4t	444.13	-	474.45	-
Exceeding 4t/up to 5t	542.16	-	585.12	-
Exceeding 5t/up to 6t	619.86	-	695.79	-
Exceeding 6t/up to 7t	681.71	-	805.71	-
Exceeding 7t/up to 8t	749.55	-	915.63	-
Exceeding 8t/up to 9t	794.19	-	1,025.55	-
Exceeding 9t/up to 10t	839.28	-	1,135.47	-
Exceeding 10t/up to 11t	1,026.19	60.5	1,245.39	962
Exceeding 11t/up to 12t	1,109.56	63.9	1,355.31	984
Exceeding 12t/up to 13t	1,196.33	68.0	1,465.23	995
Exceeding 13t/up to 14t	1,294.16	73.7	1,575.15	981
Exceeding 14t/up to 15t	1,405.64	80.1	1,685.07	948
Exceeding 15t/up to 16t	1,433.67	83.5	1,794.99	1,032
Exceeding 16t/up to 17t	1,461.71	87.0	1,904.91	1,109
Exceeding 17t/up to 18t	1,485.42	91.9	2,014.83	1,176
Exceeding 18t/up to 19t	1,513.38	95.4	2,124.75	1,240
Exceeding 19t/up to 20t	1,578.50	98.3	2,234.67	1,267
Exceeding 20t/up to 21t	1,659.79	102.3	2,344.59	1,269
Exceeding 21t/up to 22t	1,741.57	105.8	2,454.51	1,273
Exceeding 22t/up to 23t	1,823.70	109.8	2,564.43	1,274
Exceeding 23t/up to 24t	1,892.24	113.9	2,674.35	1,286
Exceeding 24t/up to 25t	1,961.35	117.9	2,784.27	1,297

(ii) Non tip trucks

Tonnes	Column 5 Weekly Rate \$	Column 6 Km Rate Cents	Column 7 Non-Reduction Rate	Column 8 Work Kms
Four Wheel Drive Vehicles up to and including 1t	289.63	-	199.96	-
Vehicles up to and incl. 1t	289.63	-	170.93	-
Exceeding 1t/up to 2t	328.29	-	247.76	-
Exceeding 2t/up to 3t	367.18	-	367.38	-
Exceeding 3t/up to 4t	404.66	-	474.45	-
Exceeding 4t/up to 5t	491.73	-	585.12	-
Exceeding 5t/up to 6t	554.08	-	695.79	-
Exceeding 6t/up to 7t	617.01	-	805.71	-
Exceeding 7t/up to 8t	682.77	-	915.63	-
Exceeding 8t/up to 9t	741.47	-	1,025.55	-
Exceeding 9t/up to 10t	785.43	-	1,135.47	-
Exceeding 10t/up to 11t	963.13	60.5	1,245.39	1,066

Tonnes	Column 5 Weekly Rate \$	Column 6 Km Rate Cents	Column 7 Non-Reduction Rate	Column 8 Work Kms
Exceeding 11t/up to 12t	1,049.23	63.9	1,355.31	1,078
Exceeding 12t/up to 13t	1,138.63	68.0	1,465.23	1,080
Exceeding 13t/up to 14t	1,239.15	73.7	1,575.15	1,055
Exceeding 14t/up to 15t	1,318.72	80.1	1,685.07	1,057
Exceeding 15t/up to 16t	1,347.40	83.5	1,794.99	1,136
Exceeding 16t/up to 17t	1,376.09	87.0	1,904.91	1,207
Exceeding 17t/up to 18t	1,407.62	91.9	2,014.83	1,260
Exceeding 19t/up to 20t	1,486.20	98.3	2,234.67	1,361
Exceeding 20t/up to 21t	1,539.00	102.3	2,344.59	1,387
Exceeding 21t/up to 22t	1,603.19	105.8	2,454.51	1,404
Exceeding 22t/up to 23t	1,667.76	109.8	2,564.43	1,416
Exceeding 23t/up to 24t	1,732.91	113.9	2,674.35	1,426
Exceeding 24t/up to 25t	1,798.57	117.9	2,784.27	1,436

Provided that Column 1 and Column 5 prescribe the basic fixed and operational costs to be reimbursed for tip trucks and non tip trucks respectively. These rates include a component for travelling to and from the recognised starting point.

Column 2 and Column 6 prescribe the kilometre rate for vehicles in excess of 10 tonnes for any working distance in excess of the kilometres shown in Columns 4 and 8 for each period of ordinary weekly hours.

Columns 4 and 8 prescribe the minimum number of working kilometres which must be performed before the excess kilometre rate as shown in Columns 2 and 6 applies.

Columns 3 and 7 prescribe the minimum weekly rate that shall be paid for each period of ordinary weekly hours except where such rate is less than that prescribed in Columns 1 and 5.

(b) Part B

The hire rate to be paid shall be in accordance with the payload capacity of the vehicle which is determined by subtracting the tare mass from the gross vehicle mass registered under the *Transport Operations (Road Use Management) Act 1995* and as indicated on the vehicles registration certificate:

Provided that no load shall exceed the limit prescribed by or under any Queensland State Act:

Provided further that for any periods of more or less than the ordinary weekly hours and/or days a *pro rata* adjustment to the basic weekly rate as shown in Column 1 Tip Trucks and Column 5 Non Tip Trucks shall be made before calculating any additional kilometric payment.

The truck hire rate shall be calculated in accordance with either of the following formulae, whichever is the greater.

THR = The greater of A or B

where -

$$(i) \quad A = \left[\{WR - (700 \times S)\} \frac{H}{Z} \right] + [20 \times P \times S] + [S(600 \times \frac{H}{Z})] + [Y \text{ (only if + ve, otherwise ignore)}]$$

where -

$$Y = \left[\{D - (600 \times \frac{H}{Z})\} \times S \right]$$

$$(ii) \quad B = NR \times \frac{H}{Z}$$

(iii) where -

THR is the Truck Hire Rate.

WR is the weekly rate (\$) (Column 1 or Column 5).

S is the kilometre rate (\$) (Column 2 or Column 6).

H is the actual time worked expressed in hours or part thereof.

Z is the ordinary weekly hours for a normal working week.

P is the number of days on which work is performed in the period.

D is the actual number of working kilometres performed during the hire period.

NR is the non-reduction rate (Column 3 or Column 7).

(c) Part C - Hydraulic crane hire

Owner Drivers whose vehicle is fitted with a hydraulic crane shall be paid an additional hire rate component on days when the vehicle is engaged to perform work which requires the use of the crane.

Crane Capacity	Rate Per Day	Recommended Truck Size
Up to 1 tonne metre	7.59	Up to 2-3 tonne
Over 1 tonne metre but less than or equal to 2 tonne metre	9.36	3-4 t to 5-6 t
Over 2 tonne metre but less than or equal to 3 tonne metre	15.46	6-7 t to 7-8 t
Over 3 tonne metre but less than or equal to 4 tonne metre	17.50	8-9 t to 10-11 t
Over 4 tonne metre	19.53	11-12 t and above

The hire rate component payable shall be determined by the crane capacity except where a crane is fitted which exceeds the legally recommended capacity for that vehicle. In such instances, the hire rate to be paid shall be the rate applicable to the maximum crane capacity recommended for that vehicle:

Provided that at times when the crane is not in use the vehicle weekly hire rate will be paid at the appropriate rate as specified in Part A of this Schedule calculated at the registered Gross Vehicle Mass less Vehicle Tare

(d) Part D - Water tank and pump hire

When at the request or direction of the Employer, an owner truck driver uses their own water tank or their own water tank and pump on the job, the Employer shall pay the owner driver the amount of \$3.87 per hour for each hour that the owner driver's tank or their own water tank and pump are in use on the job. The said payment shall be in addition to all other payments due to the owner driver under this Award.

5.8 Allowances

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

- (a) For the purposes of this Award, construction, reconstruction, alteration, repair and/or maintenance work shall mean and include all work performed on site on construction, reconstruction, alteration, repair and/or maintenance of buildings, (including the construction of additions to existing buildings and the necessary alterations to existing buildings to make them conform to any new additions and the demolition of buildings), water towers, water mains, or reservoirs; dams, barrages, weirs or similar structures, bridges, wharves, piers or jetties, over-passes, under-passes and concrete work incidental thereto; sewerage construction work; pipelines, culverts, kerbing, channelling, roads, traffic islands, and concrete ornamental lakes and land reclamation and or land clearing associated with estate development and building construction.
- (b) In addition to the rates prescribed by this Award all employees with the exception of Form Framers and/or Setters and Form Setters' Assistants whilst actually engaged on construction, reconstruction, alteration, repair and/or maintenance work (as defined herein) on site shall be paid an allowance at the rate of \$25.30 per week which shall be treated as part of the ordinary weekly wage for the purposes of this Award to compensate for listed disabilities in clause 5.8.1(d).
- (c) Form Framers and/or Setters and Form Setters' Assistants whilst actually engaged on construction work (as defined herein) on site shall be paid an allowance at the rate of \$24.20 per week which shall be treated as part of the ordinary weekly wage for the purposes of this Award to compensate for listed disabilities in clause 5.8.1(d).
- (d) Listed disabilities:
- (i) Climatic conditions where working in the open on all types of work;
 - (ii) The physical disadvantages of having to climb stairs or ladders;
 - (iii) Dust blowing in the wind on construction sites;
 - (iv) Sloppy or muddy conditions;
 - (v) Dirty conditions;
 - (vi) Drippings from newly poured concrete;
 - (vii) The disability of work on all types of scaffold other than a single plank or bosun's chair;
 - (viii) The lack of usual amenities associated with factory work; and

- (ix) All other present disabilities not specifically compensated or allowed for by any other provision of this Award.
- (e) Provided that an employee receiving payment pursuant to clause 5.8.1 shall not be entitled to any payment in relation to dirt money or work in wet places except in the case of employees working in water to a depth exceeding 762mm.
- (f) Provided further that employees shall not be entitled to this allowance where they are in receipt of an allowance pursuant to clauses 5.8.2, 5.8.16, 5.8.17, 5.8.18 and 5.8.27(e) or additional payment or disabilities allowance for specific projects.
- (g) This allowance shall not be paid to employees engaged at treatment plants.
- (h) Provided further that clause 5.8.1(a) shall not, in relation to dams, weirs and barrages include the following classes of work:
 - (i) Operation of the dam, weir or barrage;
 - (ii) Construction or maintenance of tourist facilities;
 - (iii) Gardening, grass cutting or other agricultural operations.

5.8.2 *Live sewer work allowance*

- (a) Employees engaged on live sewer work or cleaning septic tanks shall, during ordinary hours, be paid at the rate of time and a-half for all time so engaged.

During overtime or on week-ends or public holidays employees shall be paid one-half of the ordinary hourly rate in addition to the relevant overtime, week-end or public holiday rate for all time engaged on live sewer work.

- (b) The term "live sewer work" shall mean work carried out in situations where there is direct aerial connection with a sewer through which sewerage is flowing. The term shall also include work in connection with septic tanks and cleaning of mechanical plant if such plant is contaminated with sewerage.

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

Employees who are on any day required to carry out work in connections with the release of blockages in sewerage lines, septic tanks and connections thereto shall be paid not less than 4 hours at the appropriate rates. All time involved in travelling to and from such operations shall be deemed to be time worked for this purpose.

- (c) This allowance shall not apply to employees engaged at sewerage treatment plants.
- (d) The allowance prescribed in clause 5.8.1 shall not be paid in addition to the allowance prescribed in clause 5.8.2.

5.8.3 *Wet places*

- (a) Employees working in wet places shall be paid \$4.15 per day in addition to the rates prescribed by this Award.

A place shall be deemed to be "wet":

- (i) when water other than rain is dropping from overhead so that the clothing of employees employed there will become saturated with water; or
- (ii) where an employee works without protective waterproof footwear in water and/or slush under-foot to a depth exceeding 50mm:

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

Provided further that the foregoing allowance for wet places shall not be payable in addition to the allowance prescribed in clause 5.8.1.

- (b) Working in water - Employees who are required to work in water to a depth exceeding 762mm shall be paid \$1.521 per hour, with a minimum payment of \$3.042 addition to the rates prescribed by this Award.

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

- (c) Clause 5.8.3 shall not apply to sanitary and garbage employees.

5.8.4 *Work in the rain*

- (a) Where an employee is required to perform work in the rain and by so doing gets clothing wet the employee shall be paid double rates for all work so performed. Such payment shall continue until the employee finishes work or until the clothing dries or is able to be changed whichever is earlier.
- (b) An employee entitled to an additional payment pursuant to clause 5.8.4 shall not be entitled to any additional payments prescribed by clause 5.8.3.
- (c) Clause 5.8.4 shall not apply to sanitary and garbage employees.

5.8.5 *Tool allowances*

- (a) Employees who are employed as Form Setters and are required to supply their own tools shall be paid \$12.66 per week in addition to the rates prescribed by this Award.
- (b) This allowance shall not be paid whilst the employees are absent on annual leave or absent from work without pay for periods of one week or more.

5.8.6 *Horse and saddle allowance*

- (a) Stock route supervisors and others who are required to provide their own horses, saddles and associated equipment used in carrying out their duties shall be paid an allowance of \$11.19 per week.
- (b) This allowance shall not be deemed to include such costs as veterinary services for injury due to accidents incurred during the normal course of duties. Such costs incurred shall be mutually agreed upon between the Employer and employee.

5.8.7 *Employees supplying dogs*

- (a) Any employee who is required to supply a dog for use in rat destruction and supplies a proficient rat-killing dog, shall be paid an allowance of \$10.88 per week for each dog up to a maximum of 2 dogs.
- (b) If any such rat dog, through no fault of the employee, is killed during the hours of employment on rat destruction work, the Employer shall reimburse the employee to the extent of the sum of \$100.00 compensation which will be payable on each or either of the 2 dogs, provided that, in each case, the second dog being so worked is not a learner, but has been first accepted by the supervisor as a fully trained rat dog.
- (c) The onus of proving that the dog was not killed through the fault of the employee shall be upon the employee making such claim.

5.8.8 *Employees removing dead animals*

- (a) Employees removing dead horses and cattle shall be paid \$1.72 per day in excess of the rates of wages prescribed by this Award whilst so employed.
- (b) Employees removing dead animals other than above shall be paid 50 cents per day in excess of the rates of wages prescribed by this Award whilst so employed. This shall not apply to any employee removing dead vermin arising in the course of their ordinary employment.

5.8.9 *Employees removing flood debris*

Employees engaged in removing flood debris from bridges shall be paid 66 cents per day in addition to their ordinary rate.

5.8.10 *Plant operators - burning off*

Where plant operators are required to stack partly burnt logs with plant equipment for reburning purposes during clearing operations they shall be paid \$3.01 per day in addition to their ordinary rates.

5.8.11 *First aid attendant*

Where an Employer appoints an employee who holds an appropriate first-aid certificate as a first-aid attendant, an additional \$13.90 per week in which an employee works 3 days or more shall be paid to such employee.

5.8.12 *Height money*

Employees working at a height of from 15.24 metres to 22.86 metres from the ground or nearest horizontal plane shall be paid 14 cents per hour in addition to their ordinary rates. Employees working at a height of over 22.86 metres from the ground or nearest horizontal plane shall be paid 21.75 cents per hour in addition to their ordinary rates.

5.8.13 *Employees using their own vehicle*

Employees required to use their own vehicles in the course of their employment shall be paid an allowance at the rate of 57.08 cents per kilometre for the actual distance travelled.

5.8.14 *Divisional and District Allowance*

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

	Adults 21 years of age and over Per Week \$	Juniors Under 21 years of age Per Week \$
Southern Division, Western District	1.05	0.53
Mackay Division	0.90	0.45
Northern Division, Eastern District	1.05	0.53
Northern Division, Western District	3.25	1.63

5.8.15 *On call allowance*

(a) Monday to Saturday - An employee directed to remain on call during any day or night outside their ordinary working hours shall be paid \$14.41 for each day and/or night during which the employee remains on call.

(b) Where an employee is required to remain on call on any Sunday or public holiday, the employee shall be paid for such Sunday or public holiday a sum equal to their pay for a working day of 8 hours:

Provided that if any employee whilst on call is required to perform any other work for which rates of pay are fixed by this Award, the employee shall be paid for the time so worked at the overtime rate herein prescribed in lieu of the above rate and the sum abovementioned shall be reduced by an amount bearing the same proportion to such sum as the time worked at overtime rates bears to the period of 8 hours:

Provided further, if the time worked by the employee at overtime rates is 8 hours or more, then the employee shall be entitled to receive only the amount earned by the employee at overtime rates.

(c) Employees directed to remain on call must be able to be contacted and be able to respond within a reasonable period of time.

(d) An employee shall not be considered to be on call due solely to a customary arrangement whereby the employee returns to the Employer's premises outside ordinary hours to perform a specific job.

5.8.16 *Disability allowance - rubbish dumps*

Employees engaged on the filling in, grading and control of fires on rubbish dumps, and thereby being exposed to the dirty conditions, dust and wetness and noxious fumes, shall be paid an allowance of \$25.30 per week, which shall be treated as part of the ordinary weekly wage for the purpose of this Award.

5.8.17 *Clay pit allowance*

Mechanical plant operators, whilst working in clay pits, shall be paid an allowance at the rate of \$25.30 per week to compensate for disabilities associated with working in clay pits, and such allowance shall be treated as part of the ordinary weekly wage for the purposes of this Award.

5.8.18 *Quarry allowance*

Employees in quarries shall be paid an allowance at the rate of \$25.30 per week to compensate for disabilities associated with working in quarries, which shall be treated as part of the ordinary weekly wage for the purposes of this Award.

This allowance shall also apply to employees working at crushing plants, screening plants and similar plants and shall also apply to employees working in gravel pits where such plants are in operation:

Provided that the allowance shall not apply if the plants are operated in a wet process method or other method that prevents the occurrence of a dust nuisance.

5.8.19 *Drivers of sanitary, rubbish or sullage vehicles and their assistants*

- (a) Employees primarily engaged in sanitary or refuse collection services shall be provided with a torch and batteries where reasonably required and shall be paid a footwear allowance of \$2.51 per week where the Employer does not provide suitable footwear.
- (b) Employees primarily engaged in sanitary or refuse collection services shall be paid \$12.30 per week wet pay in addition to their ordinary wages.

5.8.20 *Meal allowance during overtime*

An employee other than an employee living in camp shall be supplied with a reasonable meal at the Employer's expense or be paid \$9.60 in lieu of all paid breaks prescribed in clause 6.3.5.

5.8.21 *Rubbish and sanitary operations allowance*

- (a) Drivers of rubbish vehicles and their assistants primarily engaged on the collection of refuse shall be paid an additional amount of \$2.1555 per hour whilst directly engaged on refuse collection work.
- (b) Drivers of sanitary vehicles and their assistants shall be paid an additional amount of \$2.5445 per hour whilst directly engaged on such work.
- (c) Where an employee is primarily engaged in refuse or sanitary collection, the allowances prescribed by clause 5.8.21 shall be treated as part of the ordinary weekly wage for all purposes of this Award.

5.8.22 *Special night allowance - Motor bus drivers - Rockhampton City Council*

Motor bus drivers and depot attendants employed by Rockhampton City Council shall be paid an allowance of \$1.535 per hour for all ordinary time worked between 8.00 p.m. and the end of the shift. This allowance shall not apply where overtime or week-end penalty rates apply.

5.8.23 *Leading hand allowance*

An employee appointed by the Employer to be in charge of other employees shall be paid an allowance of \$4.74 per day. This allowance shall be included in the ordinary wage for all purposes of this Award:

Provided that this allowance shall not apply to any employee engaged in the operation and or control of an installation (such as a treatment plant, swimming pool or pound) or where the employee's position requires that they work in conjunction with an assistant.

5.8.24 *Trailers*

Employees driving a motor vehicle to which a light trailer is attached (i.e. where the loaded mass of the trailer does not require the vehicle and trailer to be considered as a Gross Combination Mass - GCM), shall be paid in addition to the rates prescribed in this Award the extra applicable amount set out hereunder:

\$2.28 per day when drawing a loaded single axle trailer;

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

\$2.86 per day when drawing a loaded trailer with more than one axle;

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

Provided that:

- (a) When on any day an employee drives a motor vehicle drawing an empty and a loaded trailer the employee shall be paid for that day the extra rate applicable for such loaded trailer.
- (b) Not more than one trailer shall be attached and drawn at any one time.

(c) The extra payment prescribed herein shall not apply to employees driving articulated vehicles or machinery floats and/or low loaders.

(d) The term "trailer" does not include - caravans, compressors, concrete mixers, welding plants and road brooms.

5.8.25 *Bus drivers*

(a) Drivers required to operate a bus in the dual capacity of driver and conductor shall be paid \$3.35 per day for each day or part thereof on which such work is performed.

(b) Drivers operating a bus in the dual capacity of driver and conductor who are required to issue tickets and collect fares shall be paid an additional \$2.04 per day for each day or part thereof on which such work is performed.

5.8.26 *Truck crane or straddle unloader*

An employee required to operate a truck crane or straddle unloader shall be paid \$2.62 per day in addition to the wage rates prescribed by this Award.

5.8.27 *Dirt money*

(a) Motor drivers carting or employees handling tar, asphalt, tarred metal, or tarred wood blocks shall be paid 40 cents per day over the rates fixed in this Award.

(b) Employees engaged in tar or bitumen boiling shall be paid 12 cents per day in addition to the rates fixed in this Award.

(c) A special allowance of \$1.10 per week shall be payable to the operator and the driver of tar or bitumen spray units:

Provided that this allowance shall not be payable where the Employer provides leather shoes and laundered overalls.

(d) Employees working at chipping and cleaning boilers used for boiling tar shall be paid 22.1 cents per hour in addition to the labourer's rate for the district in which they are employed for time actually engaged in such work.

(e) Bitumen sprayer drivers shall be paid at the rate of \$5.88 per day in addition to the rates fixed in this Award:

Provided that the allowance prescribed by clause 5.8.1 shall not be paid in addition to the additional rate for bitumen sprayer drivers.

5.8.28 *Towing caravans*

An employee driving an item of plant on a public road to which a caravan is attached shall be paid at the rate of 26.3 cents per hour or part thereof in addition to the rate of wages prescribed herein.

5.8.29 *Cemetery operations*

(a) Removals or exhumations - In the case of removals or exhumations, the employee actually doing such removals or exhumations shall be paid \$40.70 extra for the first body from a grave and \$20.35 for each additional body from the same grave:

Provided that employees who only assist in the removal or exhumation shall be paid an extra \$16.35.

When bones only are to be removed, the employee doing such removal shall be paid \$40.70 extra for such service:

Provided further that no less than 4 persons should be employed on any exhumation and/or removal of a person over 8 years of age; nor shall less than 2 persons be employed on the exhumation and/or removal of children between the ages of 2 and 8 years.

(b) Wet graves -

(i) Where employees are required to dig graves in water-logged ground, they shall be paid an extra \$1.39 a day.

- (ii) Where employees are required to dig graves in ground wherein human seepage is draining from other graves, they shall be paid an extra \$3.36 a day.
- (iii) All employees engaged upon digging graves in water-logged ground shall be supplied with suitable rubber boots by the Employer.
- (c) Hammer and drill work - Grave diggers engaged on hammer and drill work, using gads and moils, machine drills, pneumatic picks or mechanical picks, shall be paid \$2.29 per day in addition to their ordinary rates.
- (d) Poison sprays - Employees at cemeteries using poisonous sprays shall be paid an extra \$12.30 per week whilst so engaged.
- (e) Payment for re-opening graves - Where grave diggers are required to re-open graves later than 6 days after burial and/or before 6 months after burial, they shall be paid an extra \$3.30 for each such grave:

Provided that where ground conditions warrant it, not less than 2 persons shall be employed on re-opening graves which are required to be sunk more than 2.13 metres.
- (f) Plaque laying - Employees required to lay plaques in cemeteries shall be paid an additional \$8.30 per week for such work.

5.8.30 *Caretakers*

Caretakers who are required by the Employer to reside on or in the vicinity of the Employer's premises shall be provided with living quarters, fuel and light at the Employer's expense:

Provided that where caretakers are not provided with quarters they shall be paid an allowance of \$5.76 per week in lieu, and where they are not provided with fuel and light they shall be paid an allowance of \$2.46 per week in lieu.

5.8.31 *Window cleaning*

- (a) Any employee who is required to clean windows when it is necessary to go wholly outside the window or climb around an outside column to do such cleaning shall, if such cleaning or climbing is at a height of more than 3 metres from the ground or verandah be paid 40 cents extra for each such window unless the outside window or column ledge is more than 50 centimetres wide:

Provided that nothing in clause 5.8.31(a) shall apply to cleaning from a ladder resting on the ground.

- (b) Where cleaning is done from a ladder, and any portion of the window to be cleaned exceeds in height 7.5 metres from the ground, the employee shall be paid 40 cents per window extra for each window so cleaned:

Provided further that when an efficient safety device is provided clause 5.8.31(b) shall not apply.

5.8.32 *Municipal baths*

- (a) Persons in charge of municipal baths who are required by the Employer to reside on or within a radius of 200 metres of the baths premises shall be provided with living quarters, fuel and light at the Employer's expense.

Where such premises are not provided, an allowance of \$2.00 per week in lieu shall be paid. Where fuel and light is not provided an allowance of 70 cents per week in lieu shall be paid.

- (b) Employees at municipal baths (other than persons in charge) who work a broken shift shall be paid an additional amount of \$20.40 per week which shall form part of the ordinary wage rate.

5.8.33 *Toilet cleaning*

Employees required to clean toilets, other than merely by hosing them shall be paid an allowance at the rate of \$8.00 per week.

5.8.34 *Poison sprays*

Employees using poison sprays for the control of noxious weeds such as pear, burr and groundsel shall be paid an additional amount at the rate of \$12.30 per week whilst engaged in such work.

5.9 Camp allowance and accommodation

- 5.9.1 Where for the performance of work it is necessary for employees to live in a camp provided by the Employer either because there are no reasonable transport facilities to enable such employees to travel to and from home

each day or because such employees are directed to live in such camp:

- (a) Such employees shall be paid a camping allowance of \$13.80 for each day (including Saturday and Sunday) the employees live in camp.

When employees live in a camp during the week and return home for a week-end or part of a week-end but do not absent themselves from the job for any of the ordinary working hours, such employees shall be paid camping allowance for each of the normal working days.

- (b) Employees who return home or are otherwise absent from camp for not more than 2 nights during such week but who do not absent themselves from the job shall nevertheless be deemed to live in camp during the week and shall be entitled to the allowance for each of the normal working days.

5.9.2 The camp shall be provided free of charge by the Employer with accommodation of a standard which is in accordance with the provisions of Clause 10.1 (Camp accommodation).

5.10 Superannuation

An employer as defined in clause 1.5.3 of this Award shall provide a superannuation benefit to all eligible employees engaged under the terms of this Award, as prescribed by the *Local Government Act 1993* in accordance with the terms of the Local Government Superannuation Scheme.

In respect to casual employees engaged under this Award an employer shall provide superannuation benefits to eligible employees as prescribed by the *Superannuation Guarantee (Administration) Act 1992*.

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

6.1 Hours of work

6.1.1 Work cycles

- (a) The ordinary hours of work shall be an average of 38 per week to be worked on one of the following bases:
 - (i) 38 hours within a work cycle not exceeding 7 consecutive days; or
 - (ii) 76 hours within a work cycle not exceeding 14 consecutive days; or
 - (iii) 114 hours within a work cycle not exceeding 21 consecutive days; or
 - (iv) 152 hours within a work cycle not exceeding 28 consecutive days.
- (b) The work cycle or work cycles and the arrangement of ordinary hours within work cycles shall be determined by the Employer after consultation with the employees concerned. Without limiting the options for arrangement of ordinary hours examples of the way ordinary hours may be arranged are as follows:
 - (i) by employees working less than 8 ordinary hours each day; or
 - (ii) by employees working less than 8 ordinary hours on one or more days each work cycle; or
 - (iii) by fixing one or more work days on which all employees will be off during a particular work cycle; or
 - (iv) by rostering employees off on various days of the week during a particular work cycle, so that each employee has one work day off during that cycle.
- (c) The method of implementing the 38 hour week may be altered by the Employer after giving 7 days' notice or such shorter period as may be mutually agreed upon between the Employer and the majority of employees concerned. Prior to an alteration of the method of implementing the 38 hour week, the Employer shall consult with the employees concerned.
- (d) Notwithstanding clause 6.1.1, where the arrangement of ordinary hours of work provides for a rostered day off, the Employer and the majority of employees concerned, may agree to accrue up to a maximum of 5 rostered days off. Where such agreement has been reached, the accrued rostered days off shall be taken within 12 calendar months of the date on which the first rostered day off was accrued. Consent to accrue rostered days off shall not be unreasonably withheld by either party.
- (e) Different arrangements of work cycles and ordinary hours within work cycles may apply to individual employees, groups or sections of employees.

6.1.2 *Arrangement of hours*

- (a) Subject to clause 6.1.3 the ordinary hours of work may be worked on any 5 consecutive days in the week, Monday to Sunday inclusive, subject to the following:
 - (i) ordinary hours worked on a Saturday shall be paid for at the rate of time and a-half for the first 3 hours and double time thereafter;
 - (ii) ordinary hours worked on a Sunday shall be paid for at the rate of double time.
- (b) Any arrangement of hours which includes a Saturday or Sunday as ordinary hours shall be subject to agreement between the Employer and the majority of employees concerned.
- (c) Where any arrangement of hours includes a Saturday or Sunday as ordinary hours, the relevant Union or Unions shall be notified in writing within 14 days of commencement of such arrangement.
- (d) In camps, maintenance patrol operations or where special circumstances exist, it may be mutually agreed between the Employer and the majority of employees concerned that the ordinary hours in any of the work cycles prescribed in clause 6.1.1 may be worked on consecutive days.

In such cases, Saturdays and Sundays falling within the period of work shall not be subject to the additional payments prescribed by clause 6.1.2(a).

6.1.3 *Span of hours*

- (a) Subject to clauses 6.1.3(d) to 6.1.3(k) in which the following span of hours shall not apply, the ordinary hours of work shall be worked continuously, except for meal breaks and rest pauses, between 6.00 a.m. and 6.00 p.m.

The spread of hours prescribed herein may be altered as to all or a section of employees provided there is agreement between the Employer and the majority of employees concerned:

Provided that where special circumstances such as tidal or flood waters, traffic flows or climatic conditions necessitate work outside the span of hours on a particular job or project such work may be done outside the span of hours without payment of overtime. The maximum number of ordinary daily hours shall not be exceeded.

This provision shall not be utilised until the Employer has discussed the change of hours with the employees concerned.

- (b) The ordinary hours of work prescribed herein shall not exceed 10 hours on any day:

Provided that where the ordinary working hours are to exceed 8 on any day, the arrangement of hours shall be subject to the agreement of the Employer and the majority of employees concerned:

Provided further that where any arrangement of ordinary hours exceeds 8 on any day, the relevant Union or Unions shall be notified in writing within 14 days of commencement of work under such arrangement.

- (c) Employees are required to observe the nominated starting and finishing times for the work day, including designated breaks to maximise available working time. Preparation for work and cleaning up of the employee's person shall be in the employee's time.

- (d) By-laws compliance employees

The ordinary hours of work of employees directly engaged on the enforcement or monitoring observance of Council By-laws shall be determined by the Employer after consultation with the employees concerned.

Where broken shifts are worked, there shall not be more than 16 hours between the starting and finishing time on any one day.

- (e) Sanitary and garbage workers

The ordinary hours of sanitary and garbage workers may be worked between the hours of 4.00 a.m. and 4.00 p.m.

- (f) Street sweepers and/or cleaners, operators of street sweeping and flushing machines, sewer cleaners underground, pump attendants

The starting and finishing times of these employees shall be determined by the Employer based on the

requirements of the work.

Where such employees are required to work their ordinary hours before 6.00 a.m. or after 6.00 p.m. an additional amount of 25% of the ordinary time hourly rate shall be paid for all hours worked before 6.00 a.m. or after 6.00 p.m.

(g) Water and sewerage treatment plants

The ordinary hours of work of employees at treatment plants shall be determined by the Employer after consultation with the employees concerned.

(h) Motor bus drivers

The starting and finishing times of motor bus drivers and depot attendants engaged in bus services operated by the Employer shall be as determined by the Employer and contained in a roster displayed in a prominent place in the depot.

Except in the case of unforeseen circumstances, (such as the illness or absence of another driver), or where the employee/s concerned agree, the roster shall not be changed unless 6 days' notice of such change is given by the Employer.

(i) Hospitality activities

The ordinary hours of work for employees engaged in hospitality activities (i.e. cooking and/or serving of food and preparation and/or serving of drinks or beverages) may be worked between the hours of 6.00 a.m. and 1.00 a.m.

(j) Caretakers

(i) The ordinary hours of caretakers shall be determined by the Employer after consultation with the employees involved;

(ii) Caretakers provided with quarters shall not be deemed to be working because they open and close the premises of which they are in charge;

(iii) Caretakers shall unlock and open premises before and after their ordinary working hours without extra remuneration:

Provided that where premises are required to be kept open until 10.30 p.m., the time occupied after 10.30 p.m. closing and locking shall be paid for at overtime rates.

(k) Swimming pools

The ordinary hours of work of all employees employed at swimming pools shall be determined by the Employer after consultation with the employees concerned. Except in the case of managers, caretakers or persons in charge, such hours may be worked on the basis of a split shift within a spread of 12 hours from the starting time each day with not more than 2 breaks other than meal breaks or rest pauses.

6.2 Shift work

6.2.1 The Employer may require specific work to be performed on the basis of shift work. Prior to implementing a system of shift work, consultation shall take place between the Employer and the employees affected.

6.2.2 The ordinary hours of shift workers shall average 38 hours per week inclusive of crib time and shall not exceed 152 hours in 28 consecutive days.

6.2.3 A shift shall consist of not more than 10 hours inclusive of crib time:

Provided that -

(a) in any arrangement of ordinary working hours where the ordinary working hours are to exceed 8 on any shift the arrangement of hours shall be subject to agreement between the Employer and the majority of employees in the work section or sections concerned;

(b) by agreement between an Employer, the Union or Unions concerned and the majority of employees in the plant, work section or sections concerned, ordinary hours not exceeding 12 on any day may be worked subject to:

- (i) the Employer and the employees concerned being guided by the occupational health and safety provisions of the ACTU Code of Conduct on 12 hour shifts;
 - (ii) proper health and monitoring procedures being introduced;
 - (iii) suitable roster arrangements being made;
 - (iv) proper supervision being provided; and
- (c) except at the regular changeover of shifts, an employee shall not be required to work more than one shift in each 24 hours.

6.2.4 Unless otherwise agreed between the Employer and the majority of employees affected:

An afternoon shift shall be a shift finishing after 6.00 p.m. and at or before midnight.

A night shift shall be a shift finishing subsequent to midnight and at or before 8.00 a.m.

6.2.5 *Shift allowances*

In addition to the wage rates prescribed by this Award, shift workers shall be paid the following afternoon and night shift allowances for each afternoon or night shift worked.

(a) Afternoon shift allowance:

The percentage allowance is 12.5% or \$9.70 per shift (whichever is the greater).

(b) Night shift allowance:

The percentage allowance is 15% or \$9.70 per shift (whichever is the greater).

(c) It is a condition of this Award that no employee is disadvantaged as a result of this change from a flat rate shift allowance to a percentage shift allowance.

(d) Shift allowance(s) shall not apply to shift work performed on a Saturday or Sunday. All ordinary time worked by shift workers between midnight Friday and midnight Saturday shall be paid for at the rate of time and a-half for the first 3 hours and double time thereafter and between midnight Saturday and midnight Sunday shall be paid for at the rate of double time.

(e) For the purposes of clause 6.2.5 the percentage which is quoted shall be the amount which is payable for each shift in addition to the employee's ordinary time wage rate.

6.3 **Meal breaks**

6.3.1 Employees shall be entitled to a meal break of not less than 30 minutes and not more than one hour.

Subject to clause 6.3.4, the time allowed for such meal break shall commence not later than 6 hours after the ordinary starting time each day.

The duration of a meal break having been determined as the recognised meal break in accordance with clause 6.3.1 may only be altered by mutual agreement to a proposed change or by giving of one week's notice to the employee concerned.

6.3.2 Shift workers shall be allowed 30 minutes for crib without loss of pay to be taken in such a manner as to not interfere with the continuity of work.

6.3.3 Except as provided for in clause 6.3.4, all work done during the recognised meal break shall be paid for at double time. Such payment will continue until a meal break is taken.

6.3.4 *Continuity of work during meal breaks*

(a) Where the efficiency of the Employer may be increased through a job being completed or work being continued for up to 30 minutes into the normal meal break, the meal break may be delayed up to a maximum of 30 minutes, without penalty.

The normal meal break shall be taken on the completion of the job or when 30 minutes has elapsed.

(b) Where work requires, the Employer and the employees may agree to reduce the normal meal break duration

to 30 minutes, taken within the normal starting and ceasing time of the meal break:

Provided that employees who normally have a one hour or 45 minute meal break shall finish work 30 minutes or 15 minutes earlier respectively.

6.3.5 *Meal breaks during overtime*

- (a) Employees required to continue work after the normal ceasing time shall be entitled to a 30 minute crib break after 2 hours' work where work is to continue beyond 2 hours:

Provided that where such overtime continues beyond 6.00 p.m., a 30 minute crib break shall be provided after one hour where work is to continue beyond one hour.

After each further period of 4 hours' overtime on the same day, the employee shall be allowed 45 minutes for crib where work is to continue beyond 4 hours.

No deduction of pay shall be made in respect of such crib break.

- (b) In all other circumstances, an employee shall be entitled to a crib break of 30 minutes after 5 hours of overtime where the employee is required to work beyond the 5th hour. A further crib break of 45 minutes shall be provided after each additional period of 4 hours where the employee is required to work beyond this period. No deduction of pay shall be made for such crib breaks.

6.4 **Rest pauses**

Where practical every employee shall be entitled to a rest pause of 10 minutes' duration in the Employer's time in the first and second half of the working day. Such rest pauses shall be taken at such times as will not interfere with continuity of work where continuity is necessary:

Provided that the Employer may determine that the rest pauses may be combined into one 20 minute rest pause, to be taken in the first part of the ordinary working day, with such 20 minute rest pause and the meal break arranged in such a way that the ordinary working day is broken up into 3 approximately equal working periods.

6.5 **Overtime**

- 6.5.1 All authorised time worked outside or in excess of the ordinary hours fixed in accordance with clause 6.1, on any one day, shall be deemed to be overtime.

Except as provided, overtime shall be paid for at 1 1/2 times the ordinary rate for the first 3 hours and double time thereafter.

- 6.5.2 Overtime worked on Saturday shall be paid for at the rate of time and a-half for the first 3 hours and double time thereafter with a minimum payment of 3 hours at overtime rates. An employee shall not be entitled to a minimum payment in respect of each separate period of overtime:

Provided that in the case of an employee required to remain on call and who is paid the allowance prescribed by clause 5.8.15 a minimum payment of 1 1/2 hours shall apply.

No minimum payment shall apply where the overtime is continuous with an employee's ordinary hours of work.

- 6.5.3 Overtime worked on a Sunday shall be paid for at the rate of double time with a minimum payment of 3 hours at overtime rates. An employee shall not be entitled to a minimum payment in respect of each separate period of overtime:

Provided that in the case of an employee required to remain on call and who is paid the allowance prescribed by clause 5.8.15 a minimum payment of 1 1/2 hours shall apply.

No minimum payment shall apply where the overtime is continuous with an employee's ordinary hours of work.

6.5.4 *Shift workers*

All authorised overtime performed by shift workers shall be paid for at the rate of double time.

6.5.5 *Rostered day off*

An employee required to work on the rostered day off shall be paid at the rate of time and a-half for the first 3 hours and double time thereafter with a minimum payment of 3 hours. An employee shall not be entitled to a minimum payment in respect of each separate period of overtime.

6.5.6 All work done during the normal meal break shall be paid for in accordance with clause 6.3.

6.5.7 In the case of an owner driver working overtime, overtime rates shall be paid on the wage of the driver and the use of the truck shall be paid in accordance with the hire rate as set out in clause 5.7.1.

6.5.8 *Recall*

- (a) An employee recalled to work overtime on one of their ordinary working days shall receive a minimum payment of 4 hours at the prevailing overtime rate.

An employee shall not be entitled to a minimum payment in respect of each call-out on the same day:

Provided that in lieu of the 4 hours' minimum payment mentioned above, where the employee was notified of the need to return to perform work prior to the completion of the ordinary hours on the day in question or where the employee is required to remain on call and is paid the allowance prescribed by clause 5.8.15, a minimum payment of 2 hours at the prevailing overtime rate shall be payable.

Employees recalled to work overtime may be required to perform additional work of a breakdown or emergent nature which arises during the course of the work which was the subject of the recall.

- (b) Overtime worked in the circumstances specified in clause 6.5.8 shall not be regarded as overtime for the purposes of clause 6.5.9 where the actual time worked is less than 2 hours on such recall or on each of such recalls.
- (c) Clause 6.5.8 shall not apply in cases where it is customary for an employee to return to the Employer's premises to perform a specific job outside of ordinary working hours, or where the overtime is continuous (subject to a reasonable meal break) with the completion or commencement of ordinary working time.

6.5.9 *Fatigue Break*

- (a) An employee who works so much overtime between the termination of ordinary work on one day and the commencement of ordinary work on the next day that there is not at least 10 consecutive hours off duty between those times shall, subject to clause 6.5.9, be released after completion of such overtime until there is 10 consecutive hours off duty without loss of pay for ordinary working time occurring during such absence. If on the instructions of the Employer such an employee resumes or continues work without having had such 10 consecutive hours off duty, the employee shall be paid double rates until released from duty for such period and the employee shall then be entitled to be absent until there is 10 consecutive hours off duty without loss of pay for ordinary working time occurring during such absence.
- (b) Clause 6.5.9 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:
- (i) for the purpose of changing shift rosters;
 - (ii) where a shift worker does not report for duty;
 - (iii) where a shift is worked by arrangement between the employees themselves.

PART 7 - LEAVE OF ABSENCE AND PUBLIC HOLIDAYS

7.1 Annual leave

7.1.1 Entitlement

- (a) Every employee (other than a casual employee) covered by this Award shall at the end of each year of employment, be entitled to annual leave on full pay as follows:
- (i) not less than 5 weeks (of 190 hours) if employed on shiftwork where 3 shifts per day are worked over a period of 7 days per week;
 - (ii) not less than 4 weeks (of 152 hours) in any other case.
- (b) Such annual leave shall be exclusive of any public holiday which may occur during the period of that annual leave and (subject to clause 7.1.4) shall be paid for by the Employer in advance:
- (i) in the case of any and every employee in receipt immediately prior to that leave of ordinary pay at a rate in excess of the ordinary rate payable under this Award at that excess rate; and

- (ii) in every other case, at the ordinary rate payable to the employee concerned immediately prior to that leave under this Award.
- (c) If the employment of any employee is terminated at the expiration of a full year of employment, the Employer shall be deemed to have given the annual leave to the employee from the date of the termination of the employment and shall forthwith pay to the employee in addition to all other amounts due, pay calculated in accordance with clause 7.1.4, for 4 or 5 weeks as the case may be and also ordinary pay for any public holiday occurring during such period of 4 or 5 weeks.
- (d) If the employment of any employee is terminated before the expiration of a full year of employment such employee shall be paid, in addition to all other amounts due, an amount equal to 1/9th of ordinary pay for the period of employment if an employee to whom clause 7.1.1(a)(i) applies, and 1/12th of ordinary pay for the period of employment if an employee to whom clause 7.1.1(a)(ii) applies, calculated in accordance with clause 7.1.4.

7.1.2 In calculating a year of employment for the purposes of clause 7.1.1:

- (a) a period exceeding 3 months during which an employee has been absent on leave without pay granted by the Employer is not to be taken into account;
- (b) a period during which an employee has been absent without pay and without the Employer's authority, other than a period of absence not exceeding 3 months on account of illness or injury certified to by a legally qualified medical practitioner, is not to be taken into account.

7.1.3 If an employee and Employer so agree, annual leave may be taken wholly or partly in advance before the employee has become entitled to annual leave.

An employee who has taken in advance the whole of the annual leave that would be due at the end of a year of employment, is not entitled to any further annual leave at the end of that year of employment.

An employee who has taken in advance part of the annual leave that would be due at the end of a year of employment, becomes entitled at the end of that year of employment to the part of the annual leave not already taken.

7.1.4 *Calculation of annual leave pay*

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

- (a) Shift workers - Subject to clause 7.1.4 (c), the rate of wage to be paid to a shift worker shall be the rate payable for work in ordinary time according to the employees roster or projected roster, including Saturday, Sunday or holiday shifts.
- (b) Leading hands, etc. - Subject to clause 7.1.4 (c), leading hand allowances and amounts of a like nature otherwise payable for ordinary time worked shall be included in the wages to be paid to employees during annual leave.
- (c) All employees - Subject to clause 7.1.4 (d), in no case shall the payment by an Employer to an employee be less than the sum of the following amounts:
 - (i) the employee's ordinary wage rate as prescribed by the Award for the period of the annual leave (excluding shift premiums and week-end penalty rates);
 - (ii) leading hand allowance or amounts of a like nature;
 - (iii) a further amount calculated at the rate of 17 1/2% of the amounts referred to in clauses 7.1.4(c)(i) and 7.1.4(c)(ii).
- (d) Clause 7.1.4 (c) shall not apply to the following:
 - (i) Any period or periods of annual leave exceeding:
 - (1) 5 weeks in the case of employees concerned in a calling where 3 shifts per day are worked over a period of 7 days per week; or
 - (2) 4 weeks in any other case;

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

7.1.5 Reasonable notice of the commencement of annual leave shall be given to an employee. Where an employee is required to take annual leave as from a specific date at least 14 days' notice of such requirement shall be given to the employee.

7.1.6 Except as provided for in clause 7.1, it shall not be lawful for the Employer to give or for any employee to receive payment in lieu of annual leave.

7.1.7 *Leave debits*

Annual leave debits will be equivalent to the ordinary hours employees would have worked had they not been on paid leave. Such leave will therefore be paid and debited on the basis of hours actually taken.

7.1.8 *Annual closedown*

Where an Employer closes down its operations or a section or sections thereof, for the purposes of allowing annual leave to all or the bulk of the employees in that section or sections concerned, the following provisions shall apply:

- (a) the Employer may stand-off for the duration of the closedown, all employees in the plant or section or sections concerned, and allow to those who are not then qualified for 4 full weeks' holidays paid leave on a proportionate basis;
- (b) an employee who has then qualified for 4 full weeks' leave, and has also completed further service shall be allowed leave, and shall be paid an amount equal to 1/12th of the ordinary pay for the period of service in excess of 12 months;
- (c) all time during which an employee is stood-off without pay for the purpose of clause 7.1 shall be deemed to be time of service in the next 12 monthly qualifying period, provided that this shall not apply where the period of employment including the period stood-down does not exceed 5 weeks:

Provided that the foregoing conditions shall also apply in the event of annual leave being staggered so that employees entitled to annual leave may be broken into 2 groups which overlap into a closedown in accordance with clause 7.1.8, of not more than 2 working weeks (plus public holidays occurring therein), and employees with a lesser period of service may be stood-down as in clause 7.1.8(a).

7.2 Sick leave

7.2.1 *Entitlement*

- (a) Every employee, except casuals, pieceworkers, and school-based apprentices and trainees, is entitled to 60.8 hours' sick leave for each completed year of their employment with their Employer:

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

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

7.2.2 *Employee must give notice.*

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

7.2.3 *Evidence supporting a claim.*

- (a) An employee may be required to provide evidence of the illness to the Employer's satisfaction. When the employee's absence is for more than 2 days the employee is required to give the Employer a doctor's certificate, or other reasonably acceptable evidence to the employer's satisfaction, about the nature and approximate duration of the illness.

- (b) In cases where an employee's record of attendance at work deteriorates to a point where it can be deemed to be unsatisfactory, the Employer may introduce a system whereby the employee will be required to produce satisfactory evidence, which may include a doctor's certificate before payment of any sick leave is made.

7.2.4 *Accumulated sick leave*

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

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

The employees accumulates sick leave entitlements whilst absent from work on paid leave granted by the Employer.

7.2.5 Where the arrangement of ordinary working hours provides for an employee to be off on one or more days in a work cycle, sick leave shall not be payable where the employee is sick on such day or days off.

7.2.6 *Workers' compensation*

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

7.3 Bereavement leave

7.3.1 Full-time and part-time employees 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:

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

7.3.5 An employee (other than a casual, or a school-based apprentice or a school-based trainee) shall be entitled to a maximum of 2 days' leave without loss of pay on each occasion and on the production of satisfactory evidence of the death outside of Australia of an employee's spouse, father or mother and where such employee travels outside of Australia to attend the funeral.

7.4 Long service leave

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

7.4.1 (a) For the purpose of clause 7.4 service in any capacity with one or more Employers (as defined in clause 1.5.3) shall be counted as service with one and the same Employer provided that such service has been continuous according to the Act.

- (b) The Employer with which the employee is employed at the time the employee's long service leave entitlement is claimed shall be liable as between itself and such employee to pay the whole of the amount to which such employee is entitled as payment for long service leave:

Provided that once an employee becomes eligible for *pro rata* long service leave the Employer with which the employee had previously been employed during the qualifying period for long service leave shall contribute to such payment in the proportion which the employee's period of service with it bears to the qualifying service at the ordinary rate of pay which the employee was receiving on the cessation of employment with such contributing Employer:

Provided further that once such contribution is made and the employee concerned is employed by yet another Employer (as defined in clause 1.5.3) the aforesaid Employer shall be liable between it and the new Employer for all long service leave contributions that had been forwarded to it and which had accrued during the aforesaid period of employment.

- 7.4.2 Long service leave should usually be taken within 5 years of the entitlement falling due and upon giving appropriate notice, usually one month, and may be taken in broken periods of not less than 4 weeks' duration.

In special circumstances, the time for taking long service leave can be varied by agreement between the Employer and the employee.

7.5 Family leave

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

- 7.5.1 It is to be noted that:

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

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

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

7.6 Public holidays

- 7.6.1 Subject to clause 7.6.9 all work done by any employee on:

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

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

7.6.2 Labour Day

All employees covered by this Award shall be entitled to be paid a full day's wage for Labour Day (the first Monday in May or other day appointed under the *Holidays Act 1983*, to be kept in place of that holiday) irrespective of the fact that no work may be performed on such day, and if any employee concerned actually works on Labour Day, such employee shall be paid a full day's wage for that day and in addition a payment for the time actually worked at 1 1/2 times the ordinary rate prescribed for such work with a minimum of 4 hours.

7.6.3 Annual show

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

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

7.6.4 *Double time and a-half*

For the purposes of clause 7.6, where the rate of wages is a weekly rate, "double time and a-half" shall mean 1 1/2 day's wages in addition to the prescribed weekly rate, or *pro rata* if there is more or less than a day.

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

7.6.6 *Stand-down over the Christmas period*

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

7.6.7 Where works are closed down at the Easter period, payment shall be made for the following holidays at ordinary rates to employees who have been employed for a period of not less than 3 months:

Good Friday; and
Easter Monday:

Provided that the qualification of 3 months' prior employment shall not apply to deprive an employee of payment for Good Friday and Easter Monday where the period between Christmas and Easter is less than 3 months, if such employee has been continuously engaged between Christmas and Easter and is re-engaged on re-opening the works after Easter. Temporary breaks through wet weather shall not be deemed to break the continuity of employment.

7.6.8 When the ordinary work cycle provides for a rostered day off and a public holiday falls on that day, the rostered day off shall be moved to a day mutually agreed between the Employer and the employees concerned.

7.6.9 *Substitution of holidays*

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

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

7.6.10 *Employees whose ordinary hours include work on a Saturday or Sunday*

In the case of employees who do not ordinarily work Monday to Friday of each week i.e. whose ordinary hours include work on a Saturday or Sunday such employees shall be entitled to public holidays as follows:

- (a) A full-time employee shall be entitled to either payment for each public holiday or a substituted day's leave.
- (b) A part-time employee shall be entitled to either payment for each public holiday or a substituted day's leave provided that the part-time employee would have been ordinarily rostered to work on that day had it not been a public holiday.
- (c) Where a public holiday would have fallen on a Saturday or a Sunday but is substituted for another day all employees who would ordinarily have worked on such Saturday or Sunday but who are not rostered to work on such day shall be entitled to payment for the public holiday or a substituted day's leave.
- (d) Where Christmas Day falls on a Saturday or a Sunday and the public holiday is observed on another day an employee required to work on Christmas Day (i.e. 25 December) shall be paid at the rate of double time if it is a Saturday and double time and a-half if it is a Sunday.

- (e) Nothing in clause 7.6.9 confers a right to any employee to payment for a public holiday as well as a substituted day in lieu.

7.7 Jury service

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

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

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

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

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

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

8.1 Travelling arrangements

8.1.1 Employees required to report to a depot

- (a) Where an Employer requires an employee to report to the usual depot and then travel to a job site located within 5 km of the depot, the employee shall be responsible for their own travel to the job site and return.
- (b) Where an Employer requires an employee to report to the usual depot and then travel to a job site in excess of 5 km from the depot, the Employer shall provide transport to the job site and return.
- (c) In the circumstances outlined in clauses 8.1.1(a) and 8.1.1(b), travelling between the depot and the job that occurs outside an employee's ordinary hours shall be paid for at ordinary rates.

8.1.2 Employees required to report directly to the job site

- (a) Where an employee is required to report directly to a job site any additional time taken to travel to the job site compared to travelling from the employee's home to the usual depot shall be paid for at ordinary rates.
- (b) Employees who use their own motor vehicle to travel directly to a job site shall be paid 57.08 cents per kilometre for that part of the trip that exceeds the distance between the employee's home and the usual depot.

8.1.3 Notwithstanding clauses 8.1.1 and 8.1.2, where there is agreement between the Employer and the majority of employees concerned different travelling arrangements may apply.

8.1.4 Employees living in camps

- (a) Where a camp or caravan is situated
 - (i) within a radius of 150 km of the recognised centre employees will be transported to and from such centre on a weekly basis by the Employer;
 - (ii) outside a radius of 150 km of and within a radius of 300 km of the recognised centre the employees will be transported to and from such centre on a fortnightly basis by the Employer;
 - (iii) outside a radius of 300 km of the recognised centre the employees will be transported to and from such centre on a 4 weekly basis by the Employer.
- (b) Travelling time between the camp or caravan and the recognised centre is to be paid for at ordinary rates.

For the purposes of clause 8.1.4, "recognised centre" shall mean the nearest Council Depot to the camp or caravan.

- (c) The ordinary working hours shall be 38 in each week exclusive of travelling time provided for in clause 8.1.4.
- (d) Employees using their own vehicles to travel between the camp or caravan and recognised centre and who agree to transport stores and/or other materials shall be paid travelling time at the rate of time and a-half.
- (e) Travelling time outside the ordinary working hours relating to travel between the camp and a job site will be paid for at the rate of time and a-half.

8.1.5 Employees required to use their own motor vehicles in lieu of Employer provided transport shall be paid 57.08 cents per kilometre.

PART 9 - TRAINING AND RELATED MATTERS

9.1 Training

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 Camp accommodation

10.1.1 In all camps a good and sufficient supply of utensils shall be provided by the Employer.

10.1.2 Fuel and gas

- (a) Where fuel stoves are used the Employer shall supply a sufficient quantity of firewood for domestic purposes.
- (b) If cooking and water heating units require the supply of portable gas then such gas shall be supplied by the Employer in adequate quantities for normal use by the employees.

10.1.3 Vehicles not allowed on camp site

Vehicles (other than private vehicles or vehicles servicing the camp), earthmoving equipment, trucks and machinery shall not be allowed on to the camp site and shall not be allowed to travel in the camp area where constant traffic will cause a dust nuisance.

10.1.4 The camp site and if one is present, the caravan site, shall be watered regularly when dusty conditions exist when sufficient water is available.

10.1.5 Moving camp

The setting up, erection or shifting of all camps shall be done in the Employer's time.

10.2 Established camps

Where employees are required to live in a camp for a period of 3 months or more at any one site minimum standards as defined in clause 10.2 will apply:

10.2.1 Living accommodation

Living accommodation shall be provided in caravans, huts and transportable units and except as provided in clause 10.2.1, occupancy shall be restricted to no more than one person per hut, unit, caravan or compartment and the undermentioned provisions shall apply:

- (a) all single accommodation smaller in size than the local authority standard of 7.2 square metres floor area with minimum ceiling height of 2.4 metres shall be equipped with twin-cycle air-conditioning where adequate power is available:

Provided that no single accommodation shall be less than 13.5 cubic metres;

- (b) all accommodation shall be lined and ceiled with such material as will facilitate washing of walls and ceilings;
- (c) the floor shall be covered with suitable floor covering;
- (d) each unit, caravan or compartment shall be fully enclosed and shall have a door which can be locked and each occupant shall be supplied with a key which shall be returnable on the employee vacating the unit, caravan or compartment;
- (e) each unit, caravan or compartment shall be fitted with weatherproof windows or louvres and shall be screened to prevent the entry of insect pests;
- (f) each unit, caravan or compartment shall be supplied with the following fixtures and furnishings for each occupant:
 - (i) a wardrobe of minimum dimensions of 500mm depth 600mm width and 1800mm height;
 - (ii) a single household type bed with either rubber, foam or innerspring mattress with a pillow and loose detachable, washable covers for mattress and pillow. Such covers shall be washed after being used by any person prior to being issued to any other employee. The bed shall have minimum dimensions of 90mm width and 1930mm length;
 - (iii) at least 3 coat hooks;
 - (iv) a mirror;
 - (v) a towel rack;
- (g) In addition each hut, unit, caravan or compartment will be equipped with the following:
 - (i) one table;
 - (ii) one chair or bench seat per employee;
 - (iii) one ceiling light and 2 3-point sockets to which electrical appliances may be connected;
 - (iv) a broom and waste basket each of which shall be a personal issue;
- (h) All units and caravans shall be capable of being connected to electricity;
- (i) Wherever it is practicable, electric power shall be supplied at all established camp sites either by connection to the local power supply or by generation of power on the site. However, if circumstances render the supply of electricity impracticable, then L.P. Gas or pressure lamps may be supplied in place thereof;
- (j) Each unit or caravan shall have an awning attached thereto and such awning shall be the length of the unit or caravan and not less than 1.8 metres in width and 2.1 metres high and shall have a concrete or wooden floor;
- (k) Tents shall not be used as camping accommodation except in circumstances such as difficult terrain where it is not reasonably practicable to use accommodation of the type in clause 10.2, and in such cases tent poles and floor boards shall be supplied.

10.2.2 *Married living accommodation*

Accommodation supplied for a married employee and the employee's spouse and/or family shall be of a standard at least equal to that of single person's accommodation prescribed by clause 10.2.

10.2.3 *Laundry facilities*

Where employees are required to live in an established camp, the Employer shall provide:

- (a) one 55 litre copper with stand together with a bench, wash trough or 2 wash tubs for every 8 employees or less; or

- (b) a washing machine and adequate supplies of hot water, on the basis of one washing machine for each 15 employees or lesser number, together with bench, wash trough or 2 wash tubs for each 8 employees or less.

Suitable clothes drying facilities shall also be supplied.

10.2.4 *Showers*

- (a) Shower units with dressing space completely protected from the weather shall be provided at the ratio of one to every 8 employees or lesser number. Hot and cold water shall be available to each shower unit.
- (b) The bathroom shall be placed in such a position as to prevent any pollution of the drinking water, and such bathroom shall be properly drained and maintained in a clean and hygienic condition.

10.2.5 *Wash basin*

A wash basin of the stainless steel or porcelain type shall be supplied at the ratio of one per 8 employees or lesser number.

10.2.6 *Toilets*

- (a) Toilets shall be provided at the ratio of one to every 8 employees and adequate supply of toilet paper shall be supplied.
- (b) Toilets shall be of the chemical or septic type unless in relation to the latter tests prove the ground unsuitable. Where pan type toilets are required to be used they shall be serviced at weekly intervals or less and adequate supplies of disinfectant shall be available at all times.

10.2.7 *Accident and sickness*

- (a) When employees are injured seriously or fall seriously ill at their work, the Employer shall provide means of getting them to the nearest hospital or pay expenses of transmission to hospital.
- (b) First-aid kits in suitable and secure cases shall be provided at central positions on the works so as to be at all times readily available for the use of the employees.
- (c) Where the services of a qualified employee are available, an employee shall be appointed by the Employer to perform first-aid duty and shall be paid \$14.00 per week in addition to ordinary rates.

10.2.8 *Communications*

Where practicable every established camp site shall be in contact with medical facilities provided that when telephones are not available 24 hours radio contact shall be made available.

10.2.9 *Postal facilities*

All established camps shall have reasonable facilities for the adequate dispatch and receipt of mail.

10.2.10 *Fire prevention*

All camp sites are to be supplied with an adequate number of fire extinguishers of a suitable type. Such fire extinguishers shall be kept in good working order, and checked at regular intervals.

10.2.11 *Shelter on job*

Where a mobile lunch room is not provided a suitable tarpaulin or tent fly shall be supplied and erected by the Employer wherein the employees may rest or eat their midday meal or shelter from sun or rain.

10.2.12 *Supply of hot water*

When the employees are at work the Employer shall provide boiling water for employees at meal times and also to enable them to make tea during the morning and afternoon rest periods.

10.2.13 *Drinking water*

An adequate supply of fresh drinking water shall be supplied to the camp site. Tanks or other units used to carry or store drinking water shall not be used for any other purpose and shall be kept clean and free from health hazards.

10.2.14 *Camp attendant*

In camps of over 30 employees the Employer shall employ a camp attendant, and in all other camps, the Employer shall provide labour for the purpose of maintaining the camp in a clean and hygienic condition.

10.2.15 *Employees caravan facilities*

Where the Employer has established a camp site and provides facilities for employees living in their own caravans such facilities shall conform to the following standards:

- (a) Separate ablution and toilet facilities for men and women.
- (b) Separate washing and drying facilities to be made available for men and women or separate times to be allocated for men and women to use the camp washing and drying facilities.
- (c) Long grass and foliage around the area near the caravans to be cleared and kept clear.
- (d) Electric power to be made available for connection to such caravans where such power is available.

10.2.16 *Cooking and dining accommodation*

The Employer shall provide the facilities as set out hereunder according to whichever of the following cooking and dining arrangements operate in a camp:

(a) Communal kitchen and dining accommodation -

- (i) Kitchen facilities - The minimum requirements for 8 employees shall consist of a weatherproof insect screened structure with wooden or concrete floor with suitable floor coverings; 2 fuel stoves or 2 3-burner gas stoves, or 2 3-plate electric stoves; one electric or gas 9 litre capacity hot water urn; 2 stainless steel sink units connected to hot and cold water; cupboard space for the hygienic storing of cooking and eating utensils and food; 800 litres of refrigeration for the storage of perishable foodstuffs; adequate table or bench space for the preparation of meals; and adequate ceiling lighting and 2 power outlets.
- (ii) Dining and recreation facilities - A dining and recreation room shall be provided, the minimum requirements for 8 employees or less being a weatherproofed, insect screened structure with wooden or concrete floor with suitable floor covering; 2 tables with adequate seating accommodation; and adequate ceiling lighting and 2 power points.

Where more than 8 employees are encamped the dining and recreation facilities shall be increased proportionately with the above standard.

Where practicable, dining facilities shall be air-conditioned.

(b) Unit cooking and dining - Where dining or kitchen facilities are not provided and food is required to be prepared in the accommodation unit, the following minimum requirements shall be installed on the basis that not more than 2 employees shall share the facilities as indicated:

- (i) Electric or gas refrigeration of not less than 100 litres capacity per person.
- (ii) One stainless steel sink.
- (iii) One electric or gas stove with not less than 2 plates or burners with griller or oven.
- (iv) Adequate fly-proof cupboard space for the storing of food, cutlery, and cooking utensils.

(c) Mess system - Where a gang of 20 employees or more prefer the mess system, the following provisions shall apply:

- (i) The Employer shall allow the wage of one employee at the minimum rate toward the expense of a cook provided by the gang. Where such gang number 10 or more, but less than 20, the Employer shall make a *pro rata* allowance, provided it is not reasonably practicable that these employees join the mess of another gang.
- (ii) A suitable kitchen with all necessary equipment shall be provided.
- (iii) A dining room of standards as set out in clauses 10.2.16(a) "Communal Kitchen and Dining Accommodation" shall also be provided.

- (iv) Every such mess shall have a committee of management appointed by the workers, whose names shall be notified from time to time to the Engineer in Charge of the particular work, and such committee of management shall be personally responsible for the conduct and management of the mess and for the loss or damage of any of the articles supplied to the mess by the Employer and return of the same, fair wear and tear excepted.

10.3 Temporary camps

10.3.1 Camps of less than 3 months' duration and not covered by clause 10.2 shall be referred to for the purposes of this Award as "Temporary camps".

Notwithstanding clause 10.3, where employees are required to live in camp on a temporary basis, reasonable and sufficient standard shall be as follows:

- (a) Accommodation of the hut or transportable type shall have dimensions not less than 5.946 square metres for single and 7.432 square metres for double accommodation.

The dimensions of caravans or separate compartments of caravans for the accommodation of 2 persons shall not be less than 9.290 square metres.

- (b) Provision of facilities as provided for in clauses 10.2.1 (Living accommodation).

- (c) Suitable cooking and dining facilities.

- (d) Refrigeration of not less than 100 litres per person.

- (e) Provision of twin-cycle air conditioning where adequate power is available.

- (f) Showers

Provision of units with protection from weather together with hot and cold water.

- (g) Toilets

Provision of units such as chemical types together with an adequate supply of toilet paper.

Provided that the units described in clauses 10.3.1(f) and 10.3.1(g):

- (i) May be incorporated in caravans or mobile ablution units or individual units or fixed locations; and,

- (ii) That by agreement between the Employer and the employees, alternative facilities other than Employer owned might be utilised subject to the standard of same being in keeping with the Award provisions.

PART 11 - AWARD COMPLIANCE AND UNION RELATED MATTERS

Preamble

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

11.1 Right of entry

11.1.1 Authorised industrial officer

- (a) An "authorised industrial officer" is any Union official holding a current authority issued by the Industrial Registrar.

- (b) Right of entry is limited to workplaces where the work performed falls within the registered coverage of the Union.

11.1.2 Entry procedure

- (a) The authorised industrial officer is entitled to enter the workplace during normal business hours as long as:

- (i) the authorised industrial officer alerts the Employer or other person in charge of the workplace to their presence; and

- (ii) shows their authorisation upon request.
- (b) Clause 11.1.2(a)(i) does not apply if the authorised industrial officer establishes that the Employer or other person in charge is absent.
- (c) A person must not obstruct or hinder any authorised industrial officer exercising their right of entry.
- (d) If the authorised industrial officer intentionally disregards a condition of clause 11.1.2 the authorised industrial officer may be treated as a trespasser.

11.1.3 *Inspection of records*

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

11.1.4 *Discussions with employees*

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

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

11.1.5 *Conduct*

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

11.2 Time and wages record

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

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

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

11.2.2 The time and wages record must also contain:

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

11.2.3 The Employer must keep the record for 6 years.

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

11,3 Award posting

The Employer shall ensure that an up to date copy of this Award is readily available for perusal by employees.

11.4 Union encouragement

Preamble.

Clause 11.4 gives effect to section 110 of the Act in its entirety. Consistent with section 110 a Full Bench of the Commission has issued a Statement of Policy on Union Encouragement (reported 165 QGIG 221) that encourages an employee to join and maintain financial membership of the Union.

11.4.1 Documentation to be provided by employer

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

Provided that encouragement for membership of the Transport Workers' Union of Australia, Union of Employees (Queensland Branch) shall only apply under the conditions contained in clause 41(4) of the Local Authorities (Excluding Brisbane) and Main Roads, Etc., Award - State as at 31 May 1993.

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

11.4.2 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.

11.4.3 Deduction of union fees

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

11.5 Trade union training leave

Upon written application by an employee to an Employer such application being endorsed by the Union and giving to the Employer at least one month's notice, such employee shall be granted up to 5 working days' leave (non-cumulative) on ordinary pay each calendar year to attend courses and seminars conducted by the Union.

Other courses mutually agreed between the Union and an Employer, or Employers, may be included under clause 11.5.

For the purposes of clause 11.5, "ordinary pay" shall mean at the ordinary weekly rate paid to the employee exclusive of any allowance for travelling time and fares or shift work.

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

- (a) An employee must have at least 12 months uninterrupted service with an Employer prior to such leave being granted.
- (b) Clause 11.5 shall not apply to an Employer with less than 10 full-time employees bound by this Award.
- (c) The maximum number of employees of one and the same Employer attending a course or seminar at the same time will be as follows:
 - (i) Where the Employer employs from 10 to 100 employees 2
 - (ii) Where the Employer employs over 100 employees 4

Provided that where the Employer has more than one place of employment in Queensland, then the formula above shall apply to the number of employees employed in or from each individual place of employment.

11.5.2 The granting of such leave shall be subject to the convenience of the Employer and so that the operations of the Employer will not be unduly affected.

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

11.5.4 In granting such paid leave, the Employer is not responsible for any additional costs except the payment of extra remuneration where relieving arrangements are instituted to cover the absence of the employee.

11.5.5 Leave granted to attend courses will not incur additional payment if such course coincided with the employee's day off in 38 hour week working arrangements or with any other concessional leave.

11.5.6 Such paid leave will not affect other leave granted to employees under this Award.

SCHEDULE 1 - S1 Classification structure

The classification of occupations covered by this Award are as follows:

S1.1 Local Government Employee - Level 1

Labourer Grade 1
Surveyors Labourer
Drillers - Water Wells up to 300 m
Drillers - Water Wells over 300 m
Drillers - Sub Artesian Bores up to 300m
Municipal Baths - Other Employees
Caretaker
Day Cleaner
Other Employees - Cemeteries
Bar Attendant/Drinkwaiter
Other Cook - South East Queensland
Excluding South East Queensland
Bus Depot Attendants
Car Park Attendants
Watchpersons/Gatekeepers

S1.2 Local Government Employee - Level 2

Labourer Grade 2
Surveyors Chainperson Grade II
Surveyors Cooks
Head Drillers (Water Wells) up to 300 metres
Head Drillers (Water Wells) over 300 metres

Driller (Sub Artesian Bores) 300 metres to 600 metres
Head Driller (Sub Artesian Bores) up to 300 metres
Head Driller (Sub Artesian Bores) 300 metres to 600 metres
Driller (Sub Artesian Bores) over 600 metres
Turncock
Motor Vehicle Driver with capacity over 1.27t to 3.04t
Motor Vehicle Driver with capacity over 3.04t to 6.08t
Rubbish Vehicle Driver's Assistant
Sanitary Vehicle Driver's Assistant
Driver of Motor Bus
Single Hand Cook

S1.3 Local Government Employee - Level 3

Labourer Grade 3
Labourer Grade 4
Operator of Ride-on Mower/Tractor with implements
Form Setter's Assistant
Gearperson or Derrickperson
Surveyor's Chainperson Grade 1
Patrolperson Animal Control Grade 1
Beach Inspector - First 6 months
Parking Patrol Officer - First 12 months
Persons in Charge - Municipal Baths
Drivers of Motor Vehicles with capacity exceeding 6.08t (For each complete 1.01t in excess of 6.09t an additional amount of \$0.88 per week)
Operator of Pneumatic Tyred Tractor without powered attachments to 70 KW
Operator of Pneumatic Tyred Tractor with powered attachments up to 35 KW
Operator of Crawler Tractor without powered attachments up to 4535 kgs
Operator of Crawler Tractor with powered attachments up to 2721 kgs
Operator of Powered Vibrating Road Roller up to 4 tonne
Operator of Pneumatic Tyred Powered Road Roller up to 8 tonne
Operator of Steel Wheeled Powered Road Roller up to 8 tonne
Operator of Pile Driving Machine
Motor Mower Driver - Cemeteries
Attendant to Graves

S1.4 Local Government Employee - Level 4

Labourer Grade 5
Surveyor's Instrument Hand
Operator of Automotive Ride-on Linemarker
Beach Inspector- second 6 months
By-laws Patrolperson Grade 1
Patrolperson Animal Control Grade 2
Parking Patrol Officer - Thereafter
Rigger
Grave Digger
Head Waiter
Operator of Forklift up to 5000 kg
Operator of Forklift over 5000 kg
Operator of Hydraulic Mobile Platform
Earthmoving Equipment Assistant Serviceperson

S1.5 Local Government Employee - Level 5

Ganger - 4 persons or under
Ganger - 5 to 10 persons
Noxious Plant Supervisor
Operator of Street Sweeping Machine
Ganger Class B on Water Supply and Sewerage
Batching Plant Operator
Dam and Reservoir Caretaker
Water Treatment Plant Operators Assistant
Beach Inspector - after 12 months

Form Setter
Bridge Carpenter
Bridge Carpenter - Concrete Bridges
By-laws Patrolperson Grade 2
Patrolperson Animal Control Grade 3
Manager - Municipal Baths
Parking Meter Maintenance Attendant
Qualified Cook
Operator of Single Unit Grader up to 35 KW
Operator of Scraper Loader up to 10 cubic metre capacity
Operator of Excavator up to .5 cubic metre capacity
Operator of Front-end or Overhead Loader up to 2.25cubic metre capacity
Operator of Pneumatic Tyred Tractor without powered attachments
Operator of Pneumatic Tyred Tractor with powered attachment up to 110 KW
Operator of Crawler Tractor without powered attachment - over 4535 kgs shipping weight
Operator of Crawler Tractor with powered attachment 2721 to 18143 kgs shipping weight
Operator of Powered Vibrating Road Roller over 4 tonne
Operator of Pneumatic Tyred Powered Road Roller over 8 tonne
Operator of Steel Wheeled Powered Road Roller over 8 tonne
Earthmoving Equipment Serviceperson
Backhoe Operator
Driver of Mobile Crane - up to 15 tonnes

S1.6 Local Government Employee - Level 6

Ganger - More than 10 persons
Shire/City Ranger
Senior Shire/City Ranger
Impounder Grade 1
Impounder Grade 2
Ganger Class A - Water Supply and Sewerage
Operator - Primary Treatment Plant
Sewerage Treatment Plant Operators Assistant
Diver
Operator of Single Unit Grader over 35 KW
Operator of Scraper Loader over 10 cubic metre capacity
Operator of Excavator over .5 metres
Operator of Front-end or Overhead Loader over 2.25 cubic metres
Operator of Pneumatic Tyred Tractor with powered attachment - over 110 KW
Operator of Crawler Tractor with powered attachments over 18143 kgs shipping weight
Driver of Mobile Crane - over 15 tonne

S1.8 Local Government Employee - Level 8

Operator Class II Sewerage Treatment Plant
Operator Water Treatment Plant

S1.9 Local Government Employee - Level 9

Operator Class I Sewerage Treatment Plant

SCHEDULE 2 - S2 Local Authority Theatres

Schedule 2 applies to the employers as defined in clause 1.5.3 of the Award, and their employees engaged in or in connection with Theatres. For the purposes of Schedule 2 the term Theatres shall include cinemas, complexes holding live performances and multi-purpose complexes capable of operating as a cinema and holding live performances. Schedule 2 is to be read in conjunction with the Award.

1. Definitions of classifications

- 1.1 Technical Manager - means an employee who has overall responsibility for the operation and maintenance of technical systems and the supervision of staff.
- 1.2 Senior Theatre Technician - means an employee appointed as such by the Employer who is required to undertake a level of responsibility significantly higher than that of a Technician. Such responsibility shall include the supervision of a Technician or Assistant Technician.

- 1.3 Theatre Technician - means an employee required to perform technical and operational duties related to lighting systems, sound systems and other technical systems including the operation of such systems during performances. The duties of this position may include the operation and maintenance of projection equipment.
- 1.4 Projectionist - means an employee whose primary duty is to be in charge of projection equipment and presentation of pictures and sound entertainment, including the supervision and running maintenance of the projection equipment.
- 1.5 Assistant Theatre Technician - means an employee who, under the direction of a Technician or Senior Technician assists in the maintenance and operation of a Theatre's technical systems. The Assistant Technician may be required to operate a spot light during performances.
- 1.6 Stage Co-ordinator - means an employee engaged in the preparation (including carpentry work) of stage and backstage areas for a production and the operation of mechanical systems during productions.
- 1.7 Stage Assistant - means an employee primarily engaged on unskilled duties relating to the preparation of the stage and back-stage areas for productions.
- 1.8 Utility Person - means an employee who is mainly engaged on unskilled work but who performs slightly skilled repair work for the maintenance of the premises and/or bill boards wherever situated.
- 1.9 Senior Ticket Seller - means an employee who, in addition to the major function of ticket selling assists in the co-ordination and functioning of a box office, booking office and related areas.
- 1.10 Ticket Seller - means an employee whose principle duty is selling tickets.
- 1.11 Front of House Co-ordinator - means an employee who, in addition to other front of house duties, is responsible for the co-ordination of front of house staff and the efficient functioning of the front of house services during productions.
- 1.12 Program/Merchandise Seller - means an employee whose principle duty is the selling of programs and/or merchandise, including the handling of cash.
- 1.13 Front of House Staff - means an employee who carries out front of house duties which may include ticket taking, attending doors and ushering.
- 1.14 Performance - means a period commencing from, at the earliest, one hour before a performance commences through to one hour after the conclusion of that performance, but not exceeding 4.5 hours during which a per performance employee is paid a fixed rate.

2. Wage rates

- 2.1 The minimum weekly rate of wages for an adult employee shall be:

	Award Rate Per Week \$
Technical Manager	715.00
Senior Theatre Technician	693.90
Theatre Technician	684.50
Assistant Theatre Technician	639.60
Projectionist	684.50
Assistant Projectionist	639.60
Stage Manager	693.90
Stage Co-ordinator	639.60
Stage Assistant	606.50
Utility Person	606.50
Senior Ticket Seller	622.70
Ticket Seller	602.30
Front of House Co-ordinator	639.60
Program/Merchandise Seller	597.00
Front of House Staff	592.70

Note 1: 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.

2.2 Juniors

Junior employees shall be paid the following percentages of the relevant adult rate:

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

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

2.3 Performance Employees

The rates for employees engaged and paid on a per performance basis shall be:

	Per Performance \$
Senior Theatre Technician	87.138
Theatre Technician	83.838
Assistant Theatre Technician	80.352
Stage Co-ordinator	80.352
Stage Assistant	76.214
Front of House Co-ordinator	80.352
Ticket Seller	76.069
Program/Merchandise Seller	74.757
Front of House Staff	73.445

The ordinary working hours of per performance employees shall be 4.5 hours per performance.

Performance employees shall be paid all ordinary pay due to them in the Employer's time. All time in excess of the ordinary working hours shall be paid for at overtime rates with quarter hours divisions.

The above per performance rates shall be adjusted from time to time by the relevant safety net percentage increase applicable to award allowances.

3. Uniforms

3.1 Every Employer shall provide special dress (including boots or shoes) or uniform when such Employer requires the employees to wear such special dress or uniform. Such special dress or uniform shall remain the property of the Employer and shall be kept in repair and in a clean condition by the Employer.

(a) Where the employee so requests projection staff shall be provided with overalls or dust coats which shall be dry-cleaned or laundered at the Employer's expense.

(b) Employees required to launder uniforms shall be paid as follows:

Blouses and Skirts - \$1.64, Frocks - \$3.32, Pant Suits - \$4.14, Collars and/or scarves 82c.

These rates shall apply for laundering once only in each week - if required to be laundered more than once this rate is to apply for each occasion the uniform is laundered.

(c) Any front of house staff required to wear unusual or promotional attire shall be paid not less than 68c for each performance such special dress is required.

(d) Employees in continuous picture shows required to wear uniforms shall be allowed thirty minutes each day in the aggregate for the purpose of changing to and from such uniforms, which thirty minutes shall be counted as time worked.

- 3.2 When required an Employer shall provide to the employee a dress coat or dinner jacket or, in lieu thereof, shall pay to such employee in addition to the rate of wages prescribed herein an allowance of 56c per day with a maximum of \$2.76 per week.
- 3.3 Employees required to wear appropriate attire shall be paid 27c for each performance required to do so.

4. Hours

Stage Manager and Technical Stage Manager

- 4.1 The said working week of a Stage Manager and Technical Stage Manager may be extended to 48 hours per week for the three weeks immediately preceding the opening performance of a production and 45 hours per week for each other week during the engagement by the payment of an additional amount of \$36.52 per week.

The Employer's intention to so extend the working week shall be notified to the employee prior to the commencement of the engagement and the prescribed additional payment shall then continue to be made throughout the engagement.

Projectionists

- 4.2 (a) The ordinary hours of work of projectionists shall not exceed 38 per week including not more than 4 hours actual operating to be worked between the hours of 8 a.m. to 12 midnight.
- (b) Provided that, where films are screened on a continuous basis on a majority of screening days, the ordinary working hours of projectionists shall be 36 per week (with actual operating time not to exceed 6 hours per day).
- (c) This provision shall only apply whilst films continue to be screened on a continuous basis on the majority of screening days.
- (d) For the purposes of this provision the term "continuous basis" shall mean the screening of pictures at successive sessions in the morning and/or afternoon and evening.

Utility Person

- 4.3 The ordinary working hours of utility persons shall not exceed 8 hours in any one day on 5 days in each week and shall be worked between 6.30 a.m. and 12.00 midnight. From starting time to ceasing time shall not exceed 10.5 hours.

5. Meal Breaks

Weekly employees shall be allowed one hour for the midday meal between 11.45 a.m. and 2.15 p.m. and, when the arrangement of hours so require, one hour for breakfast between 6.00 a.m. and 8.00 a.m. and one hour for the evening meal between 5.00 p.m. and 7.00 p.m.:

Provided that where on any day pictures are screened in continuous sessions and, and as a result, the presence of the projectionist is required during the normal meal period, an allowance equal to one hour's pay at the projectionist's ordinary rate shall be paid in lieu of a meal period.

6. Overtime

- 6.1 Subject to the clauses 6.2 and 6.3 of Schedule 2 all time worked outside or in excess of the ordinary hours of work shall be paid for at the rate of time and a-half for the first three hours and double time thereafter.
- 6.2 All overtime worked on Sundays shall be paid for at the rate of double time.
- 6.3 All time worked between midnight and 8.00 a.m. on the next day shall be paid for at the rate of double time.
- 6.4 An employee required to continue working overtime between 12 midnight and 8.00 a.m. and required to continue or resume work after 8.00 a.m. without having had a break of at least 8 hours shall be paid double time until a break of 8 hours has been taken.
- 6.5 Subject to the provisions of clause 5 of Schedule 2, all work done during an employees recognised meal break shall be paid for at the rate of double time:

Provided that this payment shall not apply if the employee and the Employer agree to alter the time of the meal break.

7. Sunday Work

Weekly Employees - All ordinary time worked on Sundays by employees engaged on a weekly basis shall be paid for at the rate of double time.

Casual and Per Performance Employees - All ordinary time worked by casual or per performance employees on Sundays shall be paid for at the rate of double time.

8. Public holidays

Employees required to work on Public Holidays who are employed on a weekly basis must be paid not less than three-tenths of their ordinary weekly earnings for performing their ordinary working hours on such public holidays.

9. Travelling

Employees shall be allowed first class fares by rail, boat, road or otherwise whilst travelling on duty. When travelling by rail, sleeping-berth tickets if available, shall be allowed.

Employees shall be paid full wages while travelling on land or sea less the additional wages paid for touring to provide for board and lodging from the time they start until return to the starting point.

No Employer shall employ any person to travel unless fares are paid by the Employer.

When an employee is detained at work until it is too late to travel by the last train, bus or other regular public conveyance to the employee's home, the Employer shall provide proper conveyance for the employee so detained:

Provided that this provision shall only apply where the employees normal means of conveyance to and from work is by public transport.

Dated 15 July 2003.

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

Operative Date: 15 September 2003