

# QUEENSLAND LOCAL GOVERNMENT INDUSTRY AWARD - STATE 2017

## Structure of Award

This Award covers employers and employees in the local government industry, as that term is defined in clause 3 of Division 1, and is set out in Divisions and Sections as follows:

**Division 1:**     **Award provisions with common application to all employees covered by this Award**

**Division 2:**     **Award provisions specific to employees engaged in the following areas:**

- Section 1 - Administrative, Clerical, Technical, Professional, Community Service, Supervisory and Managerial Services
- Section 2 - Delivery of Children's Services and Early Childhood Education (including Teachers)
- Section 3 - Clerical employees in owned or controlled corporations of local governments

**Division 3:**     **Award provisions specific to employees engaged in the following areas:**

- Section 1 - Aged Care Services (other than Nurses)
- Section 2 - Community Policing Services
- Section 3 - Health, Sports and Fitness Services
- Section 4 - Hospitality Services
- Section 5 - Operational Services
- Section 6 - Theatrical Services
- Section 7 - Tour Guides Services

**Division 4:**     **Award provisions specific to employees engaged in the following areas:**

- Section 1 - Building Trades Services
- Section 2 - Engineering and Electrical/Electronic Services
- Section 3 - Nursing Services

## Division 1 - Award Provisions with Common Application

### PART 1 - Title and Operation

#### 1. Title

This Award is known as the *Queensland Local Government Industry Award - State 2017*.

#### 2. Operation and transitional arrangements

- (a) Subject to section 824 of the Act, this Award operates from 28 February 2017.
- (b) The monetary obligations imposed on employers by this Award may be absorbed into overaward payments unless inconsistent with the express terms of an applicable industrial instrument. Nothing in this Award requires an employer to maintain or increase any overaward payment.
- (c) The making of this Award is not intended to result in the reduction of the existing wage or salary level of any employee covered by the Award.

#### 3. Definitions and interpretation

Unless the context otherwise requires, in this Award:

**2017 QLGIA** means the *Queensland Local Government Industry Award - State 2017*

**Act** means the *Industrial Relations Act 1999*

**Australian Qualifications Framework (AQF)** means the national system of recognition for the issue of vocational qualifications

**broken shift** means a shift of work performed by an employee on one day which is broken into not more than 2 periods (excluding rest pauses and meal breaks), where the unpaid break in between such periods is greater than one hour

**Commission** means the Queensland Industrial Relations Commission

**continuous shift work** means work done by employees where the hours of work are regularly rotated in accordance with a shift roster covering a 24 hour per day operation over a 7 day week

**continuous shift worker** means a person who works continuous shift work

**day shift** means any shift worked as part of a non-continuous shift work system or a continuous shift work system which is not an afternoon shift or a night shift

**day work** means a single period of work (excluding a meal break) performed during the spread of ordinary hours which is not part of a non-continuous shift work system or a continuous shift work system

**day worker** means a person who works day work

**employer** means an employer engaged in the local government industry which engages employees in one or more classifications covered by this Award

**local government industry** means all activities undertaken by local governments created pursuant to the *Local Government Act 2009* including activities undertaken by owned or controlled corporations of local governments to the extent that such corporations are declared not to be national system employers

**non-continuous shift work** means work regularly rotated in accordance with a roster which prescribes 2 or more shifts (day, afternoon or night) per day, but does not cover a 24 hour per day operation over a 7 day week (see continuous shift work)

**ordinary hourly rate** shall, unless the context indicates otherwise, mean the ordinary weekly rate prescribed in this Award for a relevant classification of employee divided by the ordinary weekly working hours prescribed by this Award for the same classification of employee

**public holiday** has the same meaning as that provided in Schedule 5 of the Act

**QES** means the Queensland Employment Standards contained in Part 2 of Chapter 2A of the Act

**rostered day off** means a day, other than a scheduled day/s off, on which an employee is not rostered for duty as a result of time accrued under the method of working ordinary hours

**scheduled day off** means:

- for an employee whose ordinary hours of duty are Monday to Friday: Saturday and Sunday
- for an employee whose ordinary hours of duty include a Saturday and/or Sunday: one of the two days each week, or four days each fortnight, that the employee is not rostered for duty. Depending on the working arrangements, a Saturday and/or Sunday may also be a scheduled day off

**shift work** means work performed by an employee on day shift, afternoon shift or night shift, either solely or in any combination thereof, as part of a non-continuous shift work system or a continuous shift work system

**shift worker** means an employee who works shift work

**union**, in this Division, means one of the industrial organisations of employees mentioned in clause 4(c)

#### 4. Coverage of the 2017 QLGIA

This Award applies to:

- (a) employers (other than Brisbane City Council) throughout Queensland in the local government industry, including those employers declared not to be national system employers and which are listed in Schedule 1 in this Section;
- (b) employees (other than exempted employees as described in clause 4.2 of Section 1 of Division 2) of employers described in clause 4(a) engaged in any of the classifications contained in Divisions 2, 3 and 4 in this Award or in receipt of a supported wage in accordance with the provisions of Schedule 2 in this Section; and
- (c) the following industrial organisations of employees in accordance with their callings:
  - (i) Automotive, Metals, Engineering, Printing and Kindred Industries Industrial Union of Employees, Queensland;
  - (ii) Construction, Forestry, Mining & Energy, Industrial Union of Employees, Queensland;
  - (iii) Plumbers & Gasfitters Employees' Union Queensland, Union of Employees;
  - (iv) Queensland Independent Education Union of Employees;
  - (v) Queensland Nurses' Union of Employees;

- (vi) Queensland Services, Industrial Union of Employees;
- (vii) The Electrical Trades Union of Employees Queensland;
- (viii) The Association of Professional Engineers, Scientists and Managers, Australia, Queensland Branch, Union of Employees;
- (ix) The Australian Workers' Union of Employees, Queensland;
- (x) Transport Workers' Union of Australia, Union of Employees (Queensland Branch); and
- (xi) United Voice, Industrial Union of Employees, Queensland,

to the exclusion of any other award.

## **5. The Queensland Employment Standards and this Award**

This Award together with the QES provide for a minimum safety net of enforceable conditions of employment for employees covered by this Award.

## **6. Enterprise flexibility and facilitative award provisions**

### **6.1 Enterprise flexibility**

- (a) As part of a process of improvement in productivity and efficiency, discussion should take place at an enterprise level 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.
- (b) The consultative processes established in an enterprise in accordance with clause 6.1 may provide an appropriate mechanism for consideration of matters relevant to clause 6.1(a). Union delegates at the place of work may be involved in such discussions.
- (c) Any proposed genuine agreement reached between an employer and employees in an enterprise is contingent upon the agreement being submitted to the Commission in accordance with Chapter 6 of the Act and is to have no force or effect until approval is given.

### **6.2 Procedures to implement facilitative award provisions**

Wherever facilitative provisions appear in this Award which allow for determination of the conditions of employment by agreement between the employer and the union, or the employer and the majority of employees affected, the following procedures shall apply:

- (a) Facilitative award provisions can be negotiated between management and employees who are directly affected by such proposals or between management and the union depending on the particular award provisions.
- (b) Employees may be represented by their local union delegate/s and shall have the right to be represented by their local union official/s.
- (c) Facilitative award provisions can only be implemented by agreement.
- (d) In determining the outcome from facilitative provisions neither party should unreasonably withhold agreement.
- (e) Agreement is defined as obtaining consent of greater than 50% of employees directly affected.

- (f) Where a provision refers to agreement by the majority of employees affected, all employees directly affected shall be consulted. This consultation shall be undertaken where practicable as a group, or in groups. Should the consultation process identify employees with specific concerns which relate to either equity or occupational health and safety issues, such concerns may be catered for on an individual basis subject to operational requirements.
- (g) Any agreement reached must be documented and shall incorporate a review period.

## **PART 2 - Dispute Resolution**

### **7. Dispute resolution**

#### **7.1 Prevention and settlement of disputes - Award matters**

- (a) The objectives of this procedure are the avoidance and resolution of any disputes over matters covered by this Award by measures based on the provision of information and explanation, consultation, co-operation and negotiation.
- (b) Subject to legislation, while the dispute procedure is being followed normal work is to continue except in the case of a genuine safety issue. The *status quo* existing before the emergence of a dispute is to continue whilst the procedure is being followed. No party shall be prejudiced as to the final settlement by the continuation of work.
- (c) In the event of any disagreement between the parties as to the interpretation or implementation of this Award, the following procedures shall apply:
  - (i) the matter is to be discussed by the employee's union representative and/or the employee/s concerned (where appropriate) and the immediate supervisor in the first instance. The discussion should take place within 24 hours and the procedure should not extend beyond 7 days;
  - (ii) if the matter is not resolved as per clause 7.1(d)(i), it shall be referred by the union representative and/or the employee/s to the appropriate management representative who shall arrange a conference of the relevant parties to discuss the matter. This process should not extend beyond 7 days;
  - (iii) if the matter remains unresolved it may be referred to the employer for discussion and appropriate action. This process should not exceed 14 days;
  - (iv) if the matter is not resolved then it may be referred by either party to the Commission.
- (d) Nothing contained in this procedure shall prevent unions or the employer from intervening in respect of matters in dispute should such action be considered conducive to achieving resolution.

#### **7.2 Prevention and settlement of employee grievances and disputes - other than Award matters**

- (a) The objectives of the procedure are to promote the prompt resolution of grievances by consultation, co-operation and discussion to reduce the level of disputation and to promote efficiency, effectiveness and equity in the workplace.
- (b) The following procedure applies to all industrial matters within the meaning of the Act:

Stage 1: In the first instance the employee shall inform such employee's immediate supervisor of the existence of the grievance and they shall attempt to resolve the grievance. It is recognised that an employee may exercise the right to consult such employee's union representative during the course of Stage 1.

Stage 2: If the grievance remains unresolved, the employee shall refer the grievance to the next in line management ("the manager"). The manager will consult with the relevant parties. The employee may exercise the right to consult or be represented by such employee's representative during the course of Stage 2.

Stage 3: If the grievance is still unresolved, the manager will advise the employer and the aggrieved employee may submit the matter in writing to the employer if such employee wishes to pursue the matter further. If desired by either party the matter may also be notified to the relevant union.

(c) The employer shall ensure that:

(i) the aggrieved employee or such employee's union representative has the opportunity to present all aspects of the grievance; and

(ii) the grievance shall be investigated in a thorough, fair and impartial manner.

(d) The employer may appoint another person to investigate the grievance or dispute. The employer may consult with the employee representative in appointing an investigator. The appointed person shall be other than the employee's supervisor or manager.

(e) If the matter is notified to the union, the investigator shall also consult with the union during the course of the investigation. The employer shall advise the employee initiating the grievance, the employee's union representative and any other employee directly concerned of the determinations made as a result of the investigation of the grievance.

(f) The procedure is to be completed in accordance with the following time frames unless the parties agree otherwise:

Stage 1: Discussions should take place between the employee and such employee's supervisor within 24 hours and the procedure shall not extend beyond 7 days.

Stage 2: Not to exceed 7 days.

Stage 3: Not to exceed 14 days.

(g) If the grievance or dispute is not settled the matter may be referred to the Commission by the employee or the union.

(h) Subject to legislation, while the grievance procedure is being followed normal work is to continue except in the case of a genuine safety issue. The *status quo* existing before the emergence of a grievance or dispute is to continue while the procedure is being followed. No party shall be prejudiced as to the final settlement by the continuation of work.

(i) Where the grievance involves allegations of sexual harassment an employee should commence the procedure at Stage 3.

## **PART 3 - Types of Employment, Consultation and Termination of Employment**

### **8. Types of employment**

Provisions concerning types of employment relevant to each area of local government employment covered by this Award are contained in clause 8 in each Section of Divisions 2, 3 and 4 in this Award.

### **8.1 Probationary employment**

- (a) Except where the employer and an employee agree to a different period or no period of probation prior to commencement of employment, the engagement of a full-time or part-time employee will in the first instance be subject to a probationary period of three months duration. If a period of probation of longer than three months is agreed, it must:
  - (i) be agreed in writing; and
  - (ii) be a reasonable period having regard to the nature and circumstances of the employment.
- (b) The employer may terminate the employment of an employee who is on probation at any time during the probationary period.
- (c) Where an employee's service is considered satisfactory or where an employee's service exceeds the designated probationary period or agreed extension the employee's appointment will be deemed to be confirmed.

### **8.2 Incidental and peripheral tasks**

- (a) 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.
- (b) 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.
- (c) Any direction issued by an employer pursuant to clauses 8.2(a) and (b) shall be consistent with the employer's responsibilities to provide a safe and healthy working environment.

### **8.3 Anti-discrimination**

- (a) In fulfilling their obligations under this Award, the parties must take reasonable steps to ensure that neither the Award provisions nor their operation are directly or indirectly discriminatory in their effects. Discrimination includes:
  - (i) discrimination on the basis of sex, relationship status, family responsibilities, pregnancy, parental status, breastfeeding, age, race, impairment, religious belief or religious activity, political belief or activity, trade union activity, lawful sexual activity, gender identity, sexuality and association with, or in relation to, a person identified on the basis of any of the above attributes;
  - (ii) sexual harassment; and
  - (iii) racial and religious vilification.
- (b) Nothing in clause 8.3 is to be taken to affect:
  - (i) any different treatment (or treatment having different outcomes) which is specifically exempted under the *Anti-Discrimination Act 1991*;
  - (ii) an employee, employer or registered organisation, pursuing matters of discrimination, including by application to the Australian Human Rights Commission/Anti-Discrimination Commission Queensland.

## **9. Termination of employment**

### **9.1 Notice of termination by the employer**

Notice of termination by the employer is provided for in Division 9 of the QES. Clauses 9.2 to 9.6 supplement the QES provisions.

### **9.2 Notice of termination by an employee**

- (a) Unless otherwise agreed between the employer and an employee the notice of termination required by an employee, other than a casual employee and an employee classified at wage level 9 or below, will be the same as that required of an employer, save and except that there is no requirement on the employee to give additional notice based on the age of the employee concerned.
- (b) In the case of an employee classified at wage level 9 or below, the period of notice is to be one week or other period agreed between the employer and the employee.
- (c) If an employee fails to give the required notice the employer will have the right to withhold monies due to the employee with a maximum amount equal to the ordinary time rate for the period of notice.

### **9.3 Notice cannot be offset**

In the absence of mutual agreement between the employer and the employee, annual leave or any part thereof cannot be considered as or nominated as notice for the purpose of giving notice of termination of employment.

### **9.4 Job search entitlement**

Where the employer has given notice of termination to an employee for reasons other than redundancy, the employee must be allowed up to one day's time off without loss of pay for the purpose of seeking other employment. The time off is to be taken at times that are convenient to the employee after consultation with the employer.

### **9.5 Statement of employment**

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

## **10. Redundancy**

### **10.1 Redundancy pay**

Redundancy pay is provided for in Division 9 of the QES. Clauses 10.2 to 10.9 supplement the QES provisions.

### **10.2 Consultation before termination**

- (a) Where an employer decides that the employer no longer wishes the job an employee/s 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/s directly affected and, where relevant, their union/s.



- (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 10.2(a) and shall cover the reasons for the proposed terminations and measures to avoid or minimise the terminations and/or their adverse effects on the employee/s concerned.
- (c) For the purpose of the consultation the employer shall, as soon as practicable, provide in writing to the employee/s concerned and, where relevant, their union/s, 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.
- (d) Notwithstanding the provision of clause 10.2(c), the employer shall not be required to disclose confidential information, the disclosure of which would be adverse to the employer's interests.

### **10.3 Transfer to lower paid duties**

- (a) Where an employee is transferred to lower paid duties by reason of redundancy 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 the redundancy pay provisions of the QES.
- (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.

### **10.4 Employee leaving during notice period**

An employee given notice of termination in circumstances of redundancy may terminate their employment during the period of notice. The employee is entitled to receive the benefits and payments they would have received under this clause had they remained in employment until the expiry of the notice, but is not entitled to payment instead of notice.

### **10.5 Job search entitlement**

- (a) An employee given notice of termination in circumstances of redundancy must 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 must, at the request of the employer, produce proof of attendance at an interview or the employee will not receive payment for the time absent. For this purpose a statutory declaration will be sufficient.
- (c) Clause 10.5 applies instead of clause 9.4 in cases of redundancy.

## **10.6 Transmission of business**

- (a) Where a business is, whether before or after the date of commencement of this Award, transmitted from the 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 clauses 10.6 and 10.7, '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.

## **10.7 Exemption where transmission of business**

The provisions of clause 10.6 are not applicable where a business is, before or after the date of the commencement of this Award, transmitted from the employer (transmittor) to another employer (transmittee) in any of the following circumstances:

- (a) 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
- (b) where the employee rejects an offer of employment with the transmittee:
  - (i) in which the terms and conditions are substantially similar and no less favourable, considered on an overall basis, than the terms and conditions applicable to the employee at the time of ceasing employment with the transmittor; and
  - (ii) 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.

## **10.8 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.

## **10.9 Employees exempted**

Clauses 10.1 to 10.8 shall not apply:

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

- (d) to an employee with less than one year's continuous service, in which case the general obligation on the employer should be no more than to give the relevant employee 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 employee of suitable alternative employment.

## **11. Consultation - Introduction of changes**

### **11.1 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/s.
- (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.
- (c) Where the Award makes provision for alteration of any of the matters referred to in clauses 11.1(a) and (b) an alteration shall be deemed not to have significant effect.

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

- (a) The employer shall consult the employees affected and, where relevant, their union/s 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 ways to avoid or minimise the effects of the changes (e.g. by finding alternate employment).
- (b) The consultation must occur as soon as practicable after making the decision referred to in clause 11.1.
- (c) For the purpose of such consultation the employer shall provide in writing to the employees concerned and, where relevant, their union/s, 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.
- (d) Notwithstanding the provision of clause 11.2(c) the employer shall not be required to disclose confidential information, the disclosure of which would be adverse to the employer's interests.

## **PART 4 - Minimum Wage and Salary Levels, Allowances and Related Matters**

*(Note: The wage rates and salary levels prescribed in this Award do not apply to employees to whom the provisions of Schedule 2 in this Division (Supported Wage System) apply.)*

## **12. Classifications and minimum wage and salary levels**

- (a) Provisions concerning employee classifications and wage levels relevant to each area of local government employment covered by this Award are contained in clause 12 in each Section of Divisions 2, 3 and 4 in this Award.
- (b) The classification structure in this Award is based upon a broadbanded 39 level wage structure which is to be further broadbanded into a 21 level wage structure as from 28 February 2017, as follows:

As from 1 September 2016		As from 28 February 2017	
Wage Level	Award Rate <sup>1</sup> Per Week \$ <sup>2</sup>	Wage Level	Award Rate <sup>1</sup> Per Week \$ <sup>2</sup>
1A	728.50	1	734.00
1B	734.00	1	734.00
2A	749.00	2	755.50
2B	755.50	2	755.50
3A	769.50	3	777.50
3B	777.50	3	777.50
4A	788.50	4	796.00
4B	796.00	4	796.00
5A	808.50	5	808.50
6A	830.00	6	830.00
7A	839.50	7	854.00
7B	854.00	7	854.00
8A	866.50	8	876.50
8B	876.50	8	876.50
9A	889.50	9	901.00
9B	901.00	9	901.00
10A	916.00	10	925.00
10B	925.00	10	925.00
11A	937.50	11	950.50
11B	950.50	11	950.50
12A	958.00	12	975.00
12B	975.00	12	975.00
13A	990.00	13	999.00
13B	999.00	13	999.00
14A	1,010.50	14	1,024.00
14B	1,024.00	14	1,024.00
15A	1,033.50	15	1,049.00
15B	1,049.00	15	1,049.00
16A	1,061.50	16	1,070.50
16B	1,070.50	16	1,070.50
17A	1,078.50	17	1,093.00
17B	1,093.00	17	1,093.00
18A	1,115.00	18	1,135.00
18B	1,135.00	18	1,135.00
19A	1,167.50	19	1,187.00
19B	1,187.00	19	1,187.00

As from 1 September 2016		As from 28 February 2017	
Wage Level	Award Rate <sup>1</sup> Per Week \$ <sup>2</sup>	Wage Level	Award Rate <sup>1</sup> Per Week \$ <sup>2</sup>
20A	1,223.50	20	1,223.50
21A	1,258.50	21	1,258.50

Notes:

<sup>1</sup> Includes the arbitrated wage adjustment payable under the 1 September 2016 Declaration of General Ruling.

<sup>2</sup> Rounded to the nearest \$0.50.

**(c) Payment of wages and salaries**

- (i) Unless otherwise agreed between an employer and a majority of its employees, wages and salaries shall be paid weekly or fortnightly and may, at the discretion of the employer, be paid by electronic funds transfer, cash or cheque.
- (ii) The employer may stipulate the completion day for each pay cycle and payment to employees shall be made not later than three days after the completion of this stipulated pay cycle.
- (iii) Payment of outstanding wages and other entitlements to an employee who has terminated their employment or had their employment terminated shall be made no later than the second working day after the employee's employment ceases.

**13. Allowances**

In addition to the allowances having common application to all employees covered by this Award, which are set out below, specific allowances relevant to each area of local government employment covered by this Award are contained in clause 13 in each Section of Divisions 2, 3 and 4 in this Award.

**13.1 Divisional and District parities**

- (a) Clause 13.1 (Divisional and District parities) has application to all employees covered by this Award except those covered by Sections 1 and 5, and teachers covered by Section 2, respectively, in Division 2 who are entitled to receive the locality allowances referred to in clause 13 in each of those Sections.
- (b) In addition to the rates of wages set out in each Section in Divisions 2, 3 and 4 of this Award the following weekly amounts shall be paid to all employees employed in the Divisions and Districts referred to, other than those covered by Sections 1 and 5, and teachers covered by Section 2, of Division 2:

Division and District	Per Week \$
Northern Division, Eastern District	1.10
Northern Division, Western District	3.25
Mackay Division	0.95
Southern Division, Western District	1.10

**(c) Divisions:**

- (i) 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 from that latitude due west to 147 degrees of east longitude; then from that longitude due south to 22 degrees 30

minutes of south latitude; then from that latitude due west to the western border of the State.

- (ii) 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 from that latitude due west to 147 degrees of east longitude; then from that longitude due south to 22 degrees of south latitude; then from that latitude due east to the sea coast; then from the sea-coast northerly to the point of commencement.
  - (iii) Southern Division - That portion of the State not included in the Northern or Mackay Divisions.
- (d) Districts:
- (i) 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.
  - (ii) 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 from that longitude due north to 25 degrees of south latitude; then from that latitude due west to 147 degrees of east longitude; then from that longitude due north to the southern boundary of the Mackay Division.

Western District - The remainder of the Southern Division.

### **13.2 Motor vehicle allowance**

- (a) Except where a different motor vehicle allowance is prescribed elsewhere in any Section in any Division of this Award, clause 13.2 (motor vehicle allowance) in this Division has application to all employees covered by this Award.
- (b) Subject to clause 13.2(a) where an employer requires an employee to use their own vehicle in or in connection with the performance of their duties, the employee shall be paid an allowance for each kilometre of authorised travel as follows:
  - (i) motor vehicle - \$0.77 per kilometre;
  - (ii) motorcycle - \$0.26 per kilometre.
- (c) An employer may require an employee to record full details of all such official travel requirements in a log book.
- (d) **Adjustment of motor vehicle allowance**
  - (i) At the time of any adjustment to the wage rates in this Award the motor vehicle allowances at clause 13.2 shall be automatically adjusted by the relevant adjustment factor. The relevant adjustment factor for this purpose is the percentage movement in the applicable index figure most recently published by the Australian Bureau of Statistics since the allowance was last adjusted.
  - (ii) The applicable index figure is the index figure published by the Australian Bureau of Statistics for the Eight Capitals Consumer Price Index, as follows:

Allowance

Eight Capitals Consumer Price Index  
(ABS Cat No. 6401.0)

Motor vehicle allowance  
(last adjusted 1 September 2014)

Private motoring sub-group

**14. Superannuation**

- (a) All local governments and local government entities subject to this Award must comply with superannuation arrangements prescribed in the *Local Government Act 2009* and the *Local Government Regulation 2012*.
- (b) Employers employing persons defined as being "non-contributory members" of the LG Super Scheme pursuant to s 223 of the *Local Government Act 2009* shall, on behalf of such employees, contribute an amount to the LG Super Scheme that the local government or entity must make to avoid being required to pay the superannuation guarantee charge under the *Superannuation Guarantee (Administration) Act 1992* in respect to such employees.
- (c) Where Commonwealth legislation provides for choice of fund rights to employees and an employee fails to elect a superannuation fund to which employer contributions are directed, the employer will direct contributions to such fund as prescribed in the abovementioned Queensland legislation.

**PART 5 - Hours of Work and Related Matters**

**15. Hours of duty**

Provisions concerning hours of duty relevant to each area of local government employment covered by this Award are contained in clause 15 in each Section of Divisions 2, 3 and 4 in this Award.

**16. Meal breaks**

Provisions concerning meal breaks relevant to each area of local government employment covered by this Award are contained in clause 16 in each Section of Divisions 2, 3 and 4 in this Award.

**17. Rest pauses**

Provisions concerning rest pauses relevant to each area of local government employment covered by this Award are contained in clause 17 in each Section of Divisions 2, 3 and 4 in this Award.

**18. Overtime**

Provisions concerning overtime relevant to each area of local government employment covered by this Award are contained in clause 18 in each Section of Divisions 2, 3 and 4 in this Award.

**PART 6 - Leave of Absence and Public Holidays**

**19. Annual leave**

Provisions concerning annual leave relevant to each area of local government employment covered by this Award are contained in clause 19 in each Section of Divisions 2, 3 and 4 in this Award.

**20. Personal leave**

Provisions concerning personal leave relevant to each area of local government employment covered by this Award are contained in clause 20 in each Section of Divisions 2, 3 and 4 in this Award.

**21. Parental leave**

Parental leave is provided for in Division 5 of the QES and covers:

- (a) birth-related leave for an employee who is pregnant or whose spouse gives birth;
- (b) adoption leave; and
- (c) surrogacy leave.

**22. Long service leave**

Provisions concerning long service leave relevant to each area of local government employment covered by this Award are contained in clause 22 in each Section of Divisions 2, 3 and 4 in this Award.

**23. Public holidays**

Provisions concerning public holidays relevant to each area of local government employment covered by this Award are contained in clause 23 in each Section of Divisions 2, 3 and 4 in this Award.

**24. Jury service**

Jury service is provided for in Division 8 of the QES.

**25. Service leave**

- (a) Where:
  - (i) an employee attends camps, courses or schools of Her Majesty's Naval, Military or Air Forces on service leave; and
  - (ii) where the service pay received by such employee is less than the employee's ordinary hourly rate of remuneration as an employee employed by the employer,the employer shall pay the employee the amount of the difference between the employee's service pay and the employee's ordinary remuneration.
- (b) **Service pay** for the purposes of this clause means and includes all payments received by the employee from Her Majesty's Forces in respect of service, during the period of service leave, on whatever day or days, Monday to Sunday, inclusive, of the week or weeks in question.

**PART 7 - Union Related Matters**

**26. Union encouragement**

- (a) The employer parties to this Award recognise the right of, and encourage, individuals to join a union. However, it is also recognised that union membership remains at the discretion of each individual.



- (b) Union representative/s will be provided with the opportunity to discuss union membership with both new and existing employees.

**27. Union delegates**

- (a) Union delegates have a role to play within a workplace and their accreditation is encouraged.
- (b) An employer shall not unnecessarily hinder accredited union delegates in the reasonable and responsible performance of their duties.

**28. Trade union training leave**

Provisions concerning trade union training leave relevant to each area of local government employment covered by this Award are contained in clause 28 in each Section of Divisions 2, 3 and 4 in this Award.

**29. Right of entry**

- (a) Authorised industrial officer
  - (i) An 'authorised industrial officer' is any union official holding a current authority issued by the Industrial Registrar.
  - (ii) Right of entry is limited to workplaces where the work performed falls within the registered coverage of the union.
- (b) Entry procedure
  - (i) An authorised industrial officer may enter a workplace at which an employer carries on a calling of the officer's organisation, during the employer's business hours, to exercise a power under section 373 of the Act as long as the authorised industrial officer:
    - (A) has notified the employer or the employer's representative of the officer's presence; and
    - (B) produces their authorisation, if required by the employer or the employer's representative.
  - (ii) Clause 29(b)(i) does not apply if, on entering the workplace, the officer discovers that neither the employer nor the employer's representative having charge of the workplace is present.
  - (iii) A person must not obstruct or hinder any authorised industrial officer exercising their right of entry.
  - (iv) If the authorised industrial officer does not comply with a condition of clause 29(b)(i) the authorised industrial officer may be treated as a trespasser.
- (c) Inspection of records
  - (i) An authorised industrial officer is entitled to inspect the time and wages record required to be kept under section 366 of the Act.
  - (ii) An authorised industrial officer is entitled to inspect such time and wages records of any current employee except if the employee:
    - (A) is ineligible to become a member of the authorised industrial officer's union; or

- (B) has made a written request to the employer that they do not want their record inspected.
  - (iii) The authorised industrial officer may make a copy of the record, but cannot require any help from the employer.
  - (iv) A person must not, by threats or intimidation, persuade or attempt to persuade an employee or prospective employee to make, or refuse to make, a written request to the employer or prospective employer that the record not be available for inspection by an authorised industrial officer.
- (d) 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:
- (i) matters under the Act during working or non-working time; and
  - (ii) any other matter with a member or employee eligible to become a member of the union, during non-working time.
- (e) Conduct
- (i) The employer must not obstruct the authorised industrial officer exercising their right of entry powers.
  - (ii) An authorised industrial officer must not wilfully obstruct the employer, or an employee during the employee's working time.

*Note: Clause 29 - Right of entry, deals with comparable 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.*

## **PART 8 - Transfers, Travelling, Working Away, Camps and Equipment**

There are no provisions with common application. Any provisions concerning transfers, travelling, camps and equipment are contained under Part 8 in each Section of Divisions 2, 3 and 4.

## **PART 9 - Training and Related Matters**

There are no provisions with common application. Any provisions concerning training and related matters are contained under Part 9 in each Section of Divisions 2, 3 and 4.

## Division 1 - Schedule 1 - Employers declared not to be national system employers

Local Government Superannuation Scheme ABN 23 053 121 564 established under the *Local Government Act 2009* for a local government purpose.

Entity	Relevant local government/s
Central Queensland Local Government Association Inc. ABN 34 593 816 745	Banana Shire Council, Central Highlands Regional Council, Gladstone Regional Council, Isaac Regional Council, and Rockhampton Regional Council
Central Western Queensland Remote Area Planning and Development Board (trading as Central Western Queensland Remote Area Planning and Development Board) ACN 057 968 653 and ABN 76 057 968 653	Barcaldine Regional Council, Barcoo Shire Council, Blackall-Tambo Regional Council, Boulia Shire Council, Diamantina Shire Council, Longreach Regional Council, and Winton Shire Council
Council of Mayors (SEQ) (trading as Council of Mayors (SEQ), and other names) ABN 64 998 531 528	Brisbane City, Gold Coast City, Logan City, Lockyer Valley Regional, Redland City, Scenic Rim Regional, Somerset Regional, Sunshine Coast Regional, and Toowoomba Regional Councils
Burdekin Cultural Complex Board Inc. (trading as Burdekin Cultural Complex Board Inc.) ABN 38 161 809 872	Burdekin Shire Council
Gulf Savannah Development Inc. (trading as Gulf Savannah Development, and as Gulf Savannah Tourism) ABN 69 956 728 660	Burke, Carpentaria, Croydon and Etheridge Shire Councils
Cairns Regional Gallery Limited ACN 062 537 259 and ABN 45 062 537 259	Cairns Regional Council
Far North Queensland Regional Organisation of Councils (trading as Far North Queensland Regional Organisation of Councils) ABN 52 034 736 962	Cairns Regional Council, Cassowary Coast Regional Council, Cooktown Shire Council, Hinchinbrook Shire Council, Tablelands Regional Council, Yarrabah Aboriginal Shire Council, and Wujal Wujal Aboriginal Shire Council
The trustee for the Cairns Regional Gallery Arts Trust (trading as Cairns Regional Gallery Foundation Ltd) ABN 42 114 461 772	Cairns Regional Council
Quad Park Corporation Pty Ltd CAN 127 704 947 and ABN 31 127 704 947	Sunshine Coast Regional Council
Hervey Bay (Community Fund) Limited ACN 120 350 469	Fraser Coast Regional Council
Hervey Bay (Cultural Fund) Limited ACN 120 350 405	Fraser Coast Regional Council
Wide Bay Water Corporation ABN 98 380 729 010	Fraser Coast Regional Council
The Brolga Theatre Board Inc. (trading as The Brolga Theatre and	Fraser Coast Regional Council

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Entity	Relevant local government/s
Convention Centre) ABN 75 529 942 824	
Widelinx Pty Ltd ACN 113 136 824 and ABN 76 113 136 824	Fraser Coast Regional Council
CITIPAC International Pty Ltd ACN 011 028 649	Gold Coast City Council
Gold Coast Arts Centre Pty Ltd (trading as Gold Coast Arts Centre Pty Ltd) ACN 060 787 466 and ABN 85 060 787 466	Gold Coast City Council
Surfers Paradise Alliance Ltd ACN 097 068 285 and ABN 19 097 068 285	Gold Coast City Council
Ipswich City Council (trading as Ipswich Arts Foundation) ABN 61 461 981 077	Ipswich City Council
Ipswich City Enterprises Investments Pty Ltd (trading as Ipswich City Enterprises Investments Pty Ltd) ACN 127 862 515 and ABN 42 127 862 515	Ipswich City Council
Ipswich City Enterprises Pty Ltd (trading as Ipswich City Enterprises Pty Ltd) ACN 095 487 086 and ABN 88 095 487 086	Ipswich City Council
The trustee for Ipswich Arts Foundation Trust ABN 75 833 582 216	Ipswich City Council
Lockhart River Aerodrome Company Pty Ltd (Lockhart River Aerodrome Company Pty Ltd) ACN 061 972 978 and ABN 95 061 972 978	Lockhart River Aboriginal Shire Council
Outback @ Isa Pty Ltd (trading as Outback@Isa) ACN 31 104 362 718 and ABN 104 362 718	Mount Isa City Council
Rodeo Capital Pty Ltd (trading as Buchanan Park Facilities Management) ACN 125 659 510 and ABN 89 125 659 510	Mount Isa City Council
Palm Island Community Company Ltd ACN 126 800 682 and ABN 64 126 800 682	Palm Island Aboriginal Shire Council
Edward River Crocodile Farm Pty Limited (trading as Edward River Crocodile Farm) ACN 008 502 270 and ABN 90 008 502 270	Pormpuraaw Aboriginal Shire Council
Poruma Island Pty Ltd ACN 098 641 162 and ABN 88 098 641 162	Torres Strait Island Regional Council
Kronosaurus Korner Board Inc. (trading as Kronosaurus Korner) ABN 29 088 101 544	Richmond Shire Council
The trustee for Boonah and District Art Gallery and Library Trust Gift Fund (trading as Boonah and District Art Gallery and Library Trust Gift Fund) ABN 92 719 264 297	Scenic Rim Regional Council
The trustee for the Boonah District Performing Arts Centre (trading as Boonah and District Performing Arts Centre Trust) ABN 35 930 584 358	Scenic Rim Regional Council
Caloundra City Enterprises Pty Ltd ACN 127 655 136 and ABN 39 127 655 136	Sunshine Coast Regional Council
Sunshine Coast Events Centre Pty Ltd (trading as Caloundra Civic Cultural Centre) ACN 127 655 510 and ABN 38 127 655 510	Sunshine Coast Regional Council

Queensland Local Government Industry Award – State 2017

Entity	Relevant local government/s
Warwick Tourism and Events Pty Ltd ACN 105 787 246 and ABN 52 105 787 246	Southern Downs Regional Council
Empire Theatres Pty Ltd ACN 086 482 288 and ABN 83 086 482 288	Toowoomba Regional Council
The trustee for Empire Theatres Foundation (trading as Empire Theatres Foundation) ABN 69 130 487 365	Toowoomba Regional Council
The trustee for Townsville Cemetery Trust (trading as Townsville & Thuringowa Cemetery Trust) ABN 72 096 373 559	Townsville City Council
Waltzing Matilda Centre Ltd (trading as Waltzing Matilda Centre) ACN 34 086 051 078 and ABN 34 086 051 078	Winton Shire Council
Woorabinda Pastoral Company Pty Limited ACN 011 072 450 and ABN 17 011 072 450	Woorabinda Aboriginal Shire Council

## Division 1 - Schedule 2 - Supported Wage System

This Schedule defines the conditions which will apply to employees who because of the effects of a disability are eligible for a supported wage under the supported wage system.

**Definitions** - In this Schedule:

**approved assessor** means a person accredited by the management unit established by the Commonwealth under the supported wage system to perform assessments of an individual's productive capacity within the supported wage system

**assessment instrument** means the tool provided for under the supported wage system that records the assessment of the productive capacity of the person to be employed under the supported wage system

**disability support pension** means the Commonwealth pension scheme to provide income security for persons with a disability as provided under the *Social Security Act 1991* (Cth), or any successor to that scheme

**relevant minimum wage** means the minimum wage prescribed in this Award for the class of work for which an employee is engaged

**supported wage system (sws)** means the Commonwealth Government system to promote employment for people who cannot work at full Award wages because of a disability, as documented in the Supported Wage System Handbook. The Handbook is available from the following website: [www.jobaccess.gov.au](http://www.jobaccess.gov.au)

**sws wage assessment agreement** means the document in the form required by the Department of Social Services that records the employee's productive capacity and agreed wage rate

### Eligibility criteria

- (a) Employees covered by this Schedule will be those who are unable to perform the range of duties to the competence level required within the class of work for which the employee is engaged under this Award, because of the effects of a disability on their productive capacity, and who meet the impairment criteria for receipt of a disability support pension.
- (b) This Schedule does not apply to any existing employee who has a claim against the employer which is subject to the provisions of the *Workers' Compensation and Rehabilitation Act 2003*.

### Supported wage rates

- (a) Employees to whom this Schedule applies will be paid the applicable percentage of the relevant minimum wage according to the following Table and Note:

Assessed capacity (see below)	Relevant minimum wage*
10%	10%
20%	20%
30%	30%
40%	40%
50%	50%
60%	60%
70%	70%
80%	80%
90%	90%

\*Note: The minimum amount payable to an employee receiving a supported wage must not be less than \$82 per week.

- (b) Where an employee's assessed capacity is 10%, the employee must receive a high degree of assistance and support.

### **Assessment of capacity**

- (a) For the purpose of establishing the percentage of the relevant minimum wage, the productive capacity of the employee will be assessed in accordance with the sws by an approved assessor, having consulted the employer and employee and, if the employee so desires, a union which the employee is eligible to join.
- (b) All assessments made under this Schedule must be documented in a sws wage assessment agreement, and retained by the employer as a time and wages record in accordance with the Act.

### **Review of assessment**

The assessment of the applicable percentage should be subject to annual or more frequent review on the basis of a reasonable request for such a review. The process of review must be in accordance with the procedures for assessing capacity under the sws.

### **Other terms and conditions of employment**

Where an assessment has been made, the applicable percentage will apply to the relevant minimum wage only. Employees covered by the provisions of this Schedule will be entitled to the same terms and conditions of employment as other workers covered by this Award on a *pro rata* basis.

### **Workplace adjustment**

If the employer wishes to employ a person under the provisions of this Schedule it must take reasonable steps to make changes in the workplace to enhance the employee's capacity to do the job. Changes may involve re-design of job duties, working time arrangements and work organisation.

### **Trial period**

- (a) In order for an adequate assessment of the employee's capacity to be made, the employer may employ a person under the provisions of this Schedule for a trial period not exceeding 12 weeks, except that in some cases additional work adjustment time (not exceeding four weeks) may be needed.
- (b) During that trial period the assessment of capacity will be undertaken and the percentage of the relevant minimum wage for a continuing employment relationship will be determined.
- (c) The minimum amount payable to the employee during the trial period must be no less than the amount recorded in the Note under the Table (above).
- (d) Work trials should include induction or training as appropriate to the job being trialled.
- (e) Where the employer and employee wish to establish a continuing employment relationship following the completion of the trial period, a further contract of employment will be entered into based on the outcome of assessment (see **assessment of capacity** - above).

## **DIVISION 2**

### **Table of Contents**

**This Division contains award provisions specific to local government employees engaged in the following areas:**

- Section 1 - Administrative, Clerical, Technical, Professional, Community Service, Supervisory and Managerial Services
- Section 2 - Delivery of Children's Services and Early Childhood Education (including Teachers)
- Section 3 - Clerical employees in owned or controlled corporations of local governments



## **Division 2 - Section 1 - Administrative, Technical, Community Service, Supervisory and Managerial Services**

### **PART 1 - Coverage and Operation**

#### **1. Coverage of Section 1 of Division 2**

Subject to clause 4.2, this Section covers local government employees, other than those covered by another Section in this or another Division of this Award, engaged in the provision of administrative, technical, community service, supervisory and managerial services in Councils.

#### **2. Operation and transitional arrangements**

See clause 2 of Division 1 - Provisions with common application.

#### **3. Definitions and interpretation**

(a) Definitions with common application are contained in clause 3 of Division 1.

(b) In this Section, unless the context otherwise requires:

**afternoon shift** means any shift finishing after 1800 and before 2000

**day shift** means any shift starting at or after 0600 and at or before 1015

**night shift** means any shift finishing at or after 2000 or commencing before 0600

**union** means the following industrial organisations of employees in accordance with their callings:

- Queensland Services, Industrial Union of Employees; or
- The Association of Professional Engineers, Scientists and Managers, Australia, Queensland Branch, Union of Employees

#### **4. Coverage of the 2017 QLGIA**

**4.1** See clause 4 of Division 1 - Provisions with common application.

##### **4.2 Exemption of senior officers**

(a) This Award shall not apply to any employer in respect of a senior officer where the employer and the senior officer concerned enter into a written contract of employment which states that this Award is not to apply to the terms and conditions of employment of the senior officer.

(b) Clause 4.2 will only apply where the following conditions are met:

(i) prior to the senior officer entering into the contract the employer has:

(A) brought the provisions of Division 1 and Section 2 of Division 2 of this Award to the attention of the senior officer; and

(B) if the effect of an exemption under this clause also means that the senior officer will no longer be covered by a certified agreement, that fact must be advised in writing to the officer;

- (ii) a copy of the proposed contract is given to the senior officer or the person to be appointed as a senior officer seven clear days prior to the contract being entered into by the senior officer or the appointee;
  - (iii) the contract is voluntarily entered into by the senior officer or the appointee; and
  - (iv) at the time it is agreed and/or renewed the contract's terms and conditions do not result, on balance, in a reduction in the overall terms and conditions of the senior officer under this Award or relevant agreement certified under the Act.
- (c) For the purposes of this clause, the term **senior officer** covers the following positions:

**chief executive officer** - a chief executive officer is a person appointed to the position as defined under the *Local Government Act 2009* (Qld).

**senior executive employee** - is an employee of the local government entity concerned:

- (i) who reports directly to the chief executive officer; and
- (ii) whose position ordinarily would be considered to be a senior position in the local government's corporate structure.

**department head** - is an officer appointed as such by the local government entity concerned who:

- (i) is the principal decision maker or manager of a department or operationally distinct unit or part of the local government comprising a major function or program; or
- (ii) holds a managerial, leadership or regulatory compliance position responsible for an operationally distinct unit or part of the local government, who may act independently subject only to the local government's policy or the overriding administrative review of the chief executive officer and is held finally accountable for the performance of the unit or part of the local government.

## **5. The Queensland Employment Standards and this Award**

See clause 5 of Division 1 - Provisions with common application.

## **6. Enterprise flexibility and facilitative award provisions**

See clause 6 of Division 1 - Provisions with common application.

## **PART 2 - Dispute Resolution**

### **7. Dispute resolution**

See clause 7 of Division 1 - Provisions with common application.

## **PART 3 - Types of Employment, Consultation and Termination of Employment**

### **8. Types of employment**

An employee covered by Section 1 of Division 2 may be employed on a full-time, part-time, casual or maximum term basis. Employees shall be advised in writing of their employment category and, where relevant, their classification level upon engagement.

## 8.1 Full-time employment

A full-time employee is one who is engaged to work an average of 36.25 ordinary hours per week.

## 8.2 Part-time employment

- (a) A part-time employee is an employee who:
  - (i) is engaged to work a regular pattern of ordinary hours each week or fortnight that are less than the ordinary hours worked by an equivalent full-time employee; and
  - (ii) receives, on a *pro rata* basis, the same salary and conditions of employment to those of an equivalent full-time employee who performs the same kind of work.
- (b) For each ordinary hour worked a part-time employee shall be paid no less than 1/36.25th of the minimum weekly rate of pay for their classification.
- (c)
  - (i) By mutual agreement with their employer, a part-time employee may elect to work additional ordinary hours above their regular hours, up to and including full-time equivalent hours. The additional hours so worked are to be taken into account in the *pro rata* calculation of all leave and other entitlements.
  - (ii) Any such additional hours are to be treated as follows:
    - (A) day workers - additional hours worked within the spread of ordinary hours prescribed in clause 15.1 are to be paid for at the ordinary hourly rate;
    - (B) shift workers - to be paid for at the ordinary hourly rate plus the applicable shift allowance.
- (d) All time worked in excess of the agreed hours or outside the spread of ordinary hours prescribed in clause 15.1 shall be paid at the appropriate overtime rate.

## 8.3 Casual employment

- (a) A casual employee is one engaged and paid as such for a maximum of 36.25 ordinary hours per week or 7.25 hours per day, to be worked between 0600 and 2130 Monday to Friday, inclusive, and between 0600 and 1200 on a Saturday.
- (b) Except where otherwise provided, a casual employee is entitled to receive, on a *pro rata* basis, the same pay and conditions of employment, other than leave entitlements, to those of an equivalent full-time employee who performs the same kind of work.
- (c) For each ordinary hour worked a casual employee shall be paid no less than 1/36.25th of the minimum weekly rate of pay for their classification plus a casual loading as follows:

For all ordinary time worked between	Casual loading on hourly rate
0600 and 1800, Monday to Friday	25%
1800 and 2130, Monday to Friday	31%
0600 and 1200, Saturday	31%

- (d) Each casual engagement stands alone with a minimum payment:
  - (i) as for 2 hours' work for a full-time student engaged as a casual employee in a library; and

- (ii) as for 3 hours' work in all other cases.
- (e) All time worked by a casual employee outside or in excess of the ordinary hours of duty prescribed in clause 8.3(a) shall be deemed overtime and be paid for at the appropriate hourly rate plus 50% on Mondays to Fridays, and plus 100% on Saturdays and Sundays.
- (f) The long service leave entitlement of casual employees is prescribed in clause 22.

#### **8.3.1 Casual conversion**

- (a) A casual employee shall, at the completion of six months' service, have a right to elect to have their employment converted to full-time or part-time employment if it could be reasonably expected that their employment is to continue.
- (b) A casual employee who elects to convert to full-time or part-time employment shall be employed as either a part-time or full-time employee according to the pattern of ordinary hours worked in the preceding six months period or as otherwise mutually agreed in writing.

#### **8.4 Maximum-term employment**

- (a) Subject to clauses 8.4(b) and (c), a maximum-term employee is one who is engaged for a specified period of time or for a specified task.
- (b) A maximum-term employee's employment may be terminated by the employer before the specified period of time or before the completion of the specified task in the following circumstances:
  - (i) by written agreement with the employee; or
  - (ii) in the event of an incapacity which prevents the employee from performing the duties they were employed to perform; or
  - (iii) in the event of misconduct (in which case the termination may be without notice); or
  - (iv) by the employer providing six months' pay in lieu of notice or the amount of wages due to the employee for the balance of the contract, whichever is the lesser amount.
- (c) A maximum-term employee may terminate their employment by the giving of four weeks' notice or the forfeiture of wages for any shortfall in the four weeks' period of notice.

### **9. Termination of employment**

See clause 9 of Division 1 - Provisions with common application.

### **10. Redundancy**

See clause 10 of Division 1 - Provisions with common application.

### **11. Consultation - Introduction of changes**

See clause 11 of Division 1 - Provisions with common application.

## **PART 4 - Minimum Wage and Salary Levels, Allowances and Related Matters**

(Note: The wage rates and salary levels prescribed in this Award do not apply to employees to whom the provisions of Schedule 2 in Division 1 (Supported Wage System) apply.)

## 12. Classifications and minimum wage and salary levels

### 12.1 Minimum wage levels

- (a) (i) Employees covered by Section 1 of Division 2 are to be classified into an appropriate classification and level in accordance with the classification structure set out in Schedule 1 in this Section, with minimum wage and salary levels for employees 20 years of age and above to be as set out in the table below:

Classification	As from 1 September 2016		As from 28 February 2017	
	Interim Wage Level	Award Rate <sup>1</sup> Per Week \$ <sup>2</sup>	Wage Level	Award Rate <sup>1</sup> Per Week \$ <sup>2</sup>
<i>Administrative, Technical and Community Services</i>				
Level 1, year 1	1B	734.00	1	734.00
Level 1, year 2	2A	749.00	2	755.50
Level 1, year 3	3A	769.50	3	777.50
Level 1, year 4	3B	777.50	3	777.50
Level 1, year 5	4A	788.50	4	796.00
Level 1, year 6	5A	808.50	5	808.50
Level 2, year 1	6A	830.00	6	830.00
Level 2, year 2	7A	839.50	7	854.00
Level 2, year 3	8A	866.50	8	876.50
Level 2, year 4	8B	876.50	8	876.50
Level 3, year 1	9A	889.50	9	901.00
Level 3, year 2	9B	901.00	9	901.00
Level 3, year 3	10A	916.00	10	925.00
Level 3, year 4 <sup>3</sup>	~	932.00 <sup>3</sup>	~	932.00 <sup>3</sup>
Level 4, year 1	11B	950.50	11	950.50
Level 4, year 2	12B	975.00	12	975.00
Level 4, year 3	13A	990.00	13	999.00
Level 4, year 4	13B	999.00	13	999.00
Level 5, year 1	14A	1,010.50	14	1,024.00
Level 5, year 2	15A	1,033.50	15	1,049.00
Level 5, year 3	15B	1,049.00	15	1,049.00
Level 6, year 1	17A	1,078.50	17	1,093.00
Level 6, year 2	18A	1,115.00	18	1,135.00
Level 6, year 3	19A	1,167.50	19	1,187.00
Level 7, year 1	19A	1,167.50	19	1,187.00
Level 7, year 2	20A	1,223.50	20	1,223.50
Level 7, year 3	20A	1,223.50	20	1,223.50

Classification	As from 1 September 2016		As from 28 February 2017	
	Interim Wage Level	Award Rate <sup>1</sup> Per Week \$ <sup>2</sup>	Wage Level	Award Rate <sup>1</sup> Per Week \$ <sup>2</sup>
<i>Administrative, Technical and Community Services</i>				
Level 8, year 1	21A	1,258.50	21	1,258.50

Notes:

- <sup>1</sup> Includes the arbitrated wage adjustment payable under the 1 September 2016 Declaration of General Ruling.
- <sup>2</sup> Rounded to the nearest \$0.50.
- <sup>3</sup> Access to this level is only available to an employee who was classified as a level 3 employee as at 1 January 2015.

## (ii) Additional payments for senior officers and employees

Senior officers and certain employees classified at classification Level 8 are entitled to payment of additional amounts, as specified in the following table:

Administrative, Technical and Community Services			Department Head			Deputy CEO; Deputy Director Engineering Services and Qualified Accountant			Director, Engineering Services		
Classification	Year	Additional Payment \$ Per Week	Council Category	Year	Additional Payment \$ Per Week	Council Category	Year	Additional Payment \$ Per Week	Council Category	Year	Additional Payment \$ Per Week
in addition to Level 21 (\$35 increments) ♦			in addition to Level 21 (\$108 then \$29 increments) ♦			in addition to Level 20 (\$20 then \$36 increments) ♦			in addition to Level 21 (\$205 then \$45 increments) ♦		
Level 8	2	35				1	1	Level 20	1	1	205
Level 8	3	70				1	2	20	1	2	250
Level 8	4	105				1	3	56	1	3	295
Level 8	5	140				2	1	92	2	1	340
						2	2	128	2	2	385
						2	3	164	2	3	430
						3	1	200	3	1	475
						3	2	236	3	2	520
						3	3	272	3	3	565
						4	1	308	4	1	610
						4	2	344	4	2	655
						4	3	380	4	3	700
						5	1	416	5	1	745
						5	2	452	5	2	790
			5	3	488	5	3	835			
			6	1	524	6	1	880			
			6	2	560	6	2	925			
			6	3	596	6	3	970			
7	1	632	7	1	1015						
7	2	668	7	2	1,060						
7	3	704	7	3	1,105						
8	1	740	8	1	740	8	1	1,150			

8	2	398	8	2	776	8	2	1,195
8	3	427	8	3	812	8	3	1,240

(♦ Note: Rounding in each instance is to be to the nearest \$1.00)

## 12.2 Salary increments

Movement to the next highest salary point within a level will be by way of annual increment subject to the employee concerned having given satisfactory service for the prior twelve months.

## 12.3 Council categorisation

- (a) The council category used for senior officer salary purpose shall be determined using the following scoring table:

Council category	Cumulative category determination score (net expenditure + employee levels units + separately valued properties level)
1	3 - 5
2	5.5 - 7.5
3	8 - 10
4	10.5 - 12.5
5	13 - 15
6	15.5 - 17.5
7	18 - 20
8	20.5 and above

- (b) Each council shall determine its category at the end of each financial year and adjust senior officers' salaries accordingly. Such adjusted salaries shall operate from 1 August following such review.
- (c) The three components of the cumulative category determination score shall be derived using the following scoring table:

Category determination score <sup>1</sup>	Net expenditure <sup>2</sup>		Employee levels <sup>4</sup>	Separately valued properties <sup>5</sup>
	Total operating expenditure (\$million) <sup>3</sup>		Units as at 30 June	Separately valued properties (000's)
	Actual	Rounded		
1	0-3.19	0-3	0-50	0-1
2	3.19-7.97	3-8	50-100	1-2
3	7.97-15.95	8-16	100-200	2-4
4	15.95-31.89	16-32	200-400	4-8
5	31.89-63.79	32-64	400-800	8-16
6	63.79-127.58	64-128	800-1600	16-30
7	127.58-255.15	128-255	~	32-64
8	>255.15	>255	~	64-128

### Notes:

<sup>1</sup> The respective category determination scores shall be:

- (a) increased by 0.5 when the net expenditure, employee level units or separately valued properties level is within minus 10% of the maximum limit; and
- (b) decreased by 0.5 when the net expenditure, employee level units or separately valued properties level is within plus 10% of the minimum limit.

- <sup>2</sup> **Net expenditure** is the figure derived from operating expenditure plus capital expenditure less depreciation as contained in the operating and capital funding statements respectively, of the audited financial statements of the employer. Those figures are required to be compiled in accordance with the Local Government Finance Standards. The net expenditure figure for the employer is rounded to the nearest million dollars to facilitate scoring.
- <sup>3</sup> **The dollar values** relating to total operating expenditure shall automatically increase or decrease by the previous 12 month Consumer Price Index (CPI) figure published by the Australian Bureau of Statistics. The adjustment should take place annually and reflect CPI increases to 30 June each year. The "actual" (two decimal places) and "rounded" (nearest \$million) figures shown were last adjusted as at 1 September 2016 to reflect the 59.47% CPI movement between 1 July 1999 and 30 June 2016.
- <sup>4</sup> **Employee levels** are determined by including each full-time employee as a unit. Each person employed on a basis other than full-time is to be included with a unit value calculated as follows:

$$1 \text{ unit} \times \frac{\text{annual 'ordinary' hours worked}}{\text{full time annual 'ordinary' hours worked}}$$

- <sup>5</sup> The number of **properties** is to equal the total number of **separately valued properties** as per the Valuer General's Valuation Roll for the local government area concerned. Where such roll includes properties subdivided for building unit title or strata title purposes, each lot thereby created shall be added to the total, as if it were a separately valued property.

#### 12.4 Junior rates

- (a) The minimum wage rates payable to employees 20 years of age and under shall be as follows:

Age of employee	% of wage level 1
under 18 years of age	60
18 and under 19 years of age	70
19 and under 20 years of age	80
20 years of age	90

- (b) Junior rates shall be calculated to the nearest \$0.10.

#### 12.5 Higher duties

- (a) Subject to clauses 12.5(b) and (c), when an employee is engaged wholly or mainly on duties other than those of the employee's usual grade or classification for more than one day at a time, the employee shall be paid the existing salary of the employee being relieved.
- (b) Where the employee being relieved holds a position for which the provisions of clause 12.1 provide annual increments, the employee engaged in relieving shall be paid the appropriate salary applicable to the first year of service and whilst continuing to perform such duties shall receive the prescribed annual increments.
- (c) A junior employee engaged wholly or mainly on duties for which adult rates of salary apply shall be paid at the minimum adult rate applicable to those duties. The junior employee's engagement **wholly or mainly** on such duties shall mean and include:
- (i) the carrying out of more than 50 per cent of the duties usually then performed in the position to which the adult rates apply; and
  - (ii) acceptance of more than 50 per cent of the responsibility usually then associated with those duties.

#### 12.6 Performing work for more than one employer



Where an employee performs work for more than one employer, with the agreement of such employers, the employee shall be paid at the appropriate wage level for the classification concerned plus an additional 10% paid *pro rata* by such employers on a basis to be mutually agreed between each of the parties to the arrangement.

### **12.7 Classification and re-classification**

- (a) An employer will, when requested (in writing) by an employee, provide to the employee (in writing) within eight weeks of the receipt of the written request:
  - (i) the officer's classification;
  - (ii) the reasons for the officer's appointment to that classification including:
    - characteristics of the position;
    - requirements of the position;
    - the responsibilities of the position;
    - the organisational relationship;
    - the extent of the employee's authority.
- (b) Any such request may only be made on an annual basis provided, however, that an employee may make a request at any time where the employee's position has been restructured or reorganised or as a result of a substantive change in the position initiated by the employer, such that the position, in the opinion of the employee, should be classified at a higher level.
- (c) An employee may dispute the classification determined by the employer. Any dispute that is initiated regarding classification is to be dealt with in accordance with clause 7.1 of Division 1.
- (d) An employee may request a union or other representative to represent them throughout the process outlined in above.

## **13. Allowances**

In addition to the allowances prescribed in clause 13 of Division 1 - Provisions with common application, the following provisions apply to employees covered by this Section.

### **13.1 First-aid allowance**

- (a) Where an employer appoints an employee who holds an appropriate first-aid certificate as a first-aid attendant the employee shall be paid an additional \$16.40 per week in which the employee works three days or more.
- (b) This provision does not apply to senior officers.

### **13.2 Locality allowance**

Employees of an employer are entitled to be paid a fortnightly locality allowance as prescribed in Schedule 2 of this Section.

### **13.3 Overtime meal allowances - day workers**

- (a) An employee **other than** one employed on shift work required to continue working for more than 2 hours after the usual ceasing time on any day or beyond 1300 on a Saturday, Sunday or public holiday, shall be paid a meal allowance of \$12.35.

- (b) An employee **other than** one employed on shift work required to continue working overtime for more than 4 hours after the first hour worked shall be paid a further meal allowance of \$12.35 upon the completion of each period of 4 hours after commencing such overtime. At the completion of each period of 4 hours overtime an employee shall be entitled to crib time of not less than 30 minutes to enable the employee to partake of a meal.

#### **13.4 Overtime meal allowances - shift workers**

- (a) A shift worker who is required to continue working for more than 2 hours after their usual ceasing time shall be paid a meal allowance of \$12.35.
- (b) A shift worker who is required to continue working for more than a further 4 hours following completion of the first hour's overtime shall be paid a further meal allowance of \$12.35.
- (c) A shift worker who is recalled to work overtime shall receive a meal allowance of \$12.35 and a paid 30 minute crib break after the completion of each 4 hours of overtime.

#### **13.5 Special rates and allowances prescribed under other Sections of this Award**

- (a) Employees covered by this Section, whilst supervising workers covered by other Sections of this Award who:
- (i) are in receipt of allowances or special rates, as listed hereunder, that are prescribed in those Sections, and
  - (ii) actually subject to the disabilities which attract those allowances or special rates,
- shall be paid the undermentioned allowances, in the same terms and for the same periods, as are applicable to the workers supervised:
- any construction, re-construction, alteration, repair and/or maintenance allowance;
  - any special site rate payable for disabilities associated with work on a particular construction site or project;
  - any other work disability rate or allowance to compensate for disabilities associated with work carried out under special or extraordinary circumstances or conditions.
- (b) Where an employee is entitled to an allowance under any other provision of this Section and is also entitled to a special site rate or disability allowance under clause 13.5(a) in respect of the same disability then the employee shall not be entitled to receive both allowances but shall receive the higher allowance of the two.
- (c) Clause 13.5(a) shall not be interpreted so as to include extra payments or allowances such as bonuses or prosperity payments, industry payments or increments for service, tool allowances or allowances payable to special classes of employees, in consideration of circumstances unrelated to general industry conditions.

#### **13.6 Work in the rain**

- (a) If an employee is required to work in the rain and by doing so gets their personal clothing wet, they shall be paid single time in addition to the rate otherwise payable for all time worked in that wet clothing up to the time the employee is able to change into dry clothing or until the employee ceases work, whichever is the earlier.

- (b) (i) Where an employee is required to wear waterproof or other protective clothing such as a waterproof jacket, boots or gloves, the employer must provide such clothing or reimburse the employee the cost of purchasing the protective clothing approved by the employer.
- (ii) Where protective clothing is supplied without cost to the employee it shall remain the property of the employer.

### **13.7 Work under extraordinarily difficult or unpleasant conditions**

- (a) (i) An employee required to work under conditions where they are:
  - (A) exposed to effluents from sewers, septic tanks or drains of any kind; or
  - (B) required to enter sewerage, wet wells, live sewers and septic tanks,shall be paid for all time worked under such conditions at the rate of single time in addition to the rate otherwise payable.
- (ii) For the purposes of clause 13.7(a) **exposed to effluents from sewers, septic tanks or drains** shall include situations where an employee, in the course of their duties:
  - (A) comes into contact with the effluents; or
  - (B) has to work in places where such effluents have been; or
  - (C) by virtue of working in sewers, septic tanks or drains of any kind encounters foul or offensive odours or fumes.
- (b) (i) Subject to clauses 13.7(b)(ii) and (iii), an employee required to work in water, slime, slush or swampy, boggy ground, so that their feet and ankles become submerged, shall be paid for all time actually worked under such conditions at the rate of single time in addition to the rate otherwise payable.
- (ii) Such extra payment shall not apply where suitable, practical and effective footwear and suitable, practical and effective protective clothing is provided by the employer and where, as a consequence of the use of such protective clothing and footwear, the employee concerned is not subject to the disabilities in respect of which the extra payment is prescribed.
- (iii) If such protective clothing and footwear is provided and not worn for other than safety reasons then the employer shall not be liable for any payments under this clause.
- (c) The payments prescribed in clauses 13.7(a) and (b) shall continue until the employee has had the opportunity to change clothing or clean up. Where the payment is made in respect of foul or offensive odours or fumes the payment shall cease when the employee has completed work in the area.
- (d) The additional rates prescribed by clauses 13.7(a), (b) and (c) shall not be payable in addition to any disability allowance or penalty rates to which an employee would otherwise be entitled pursuant to 13.5 in respect of the same disability, but which the employee concerned shall receive whichever amount is the highest.
- (e) Clause 13.7 does not apply to senior officers.

### **13.8 Adjustment of monetary allowances and quantum**

- (a) Other than the expense related allowances at clauses 13.3 and 13.4 (overtime meal allowances), respectively, all other monetary allowances specified in clause 13 shall be automatically adjusted from the same date and in the same manner as monetary allowances are adjusted in any State Wage Case decision or other decision of the Commission adjusting minimum wage rates in this Award.
- (b) In addition to the monetary allowances specified in clause 13, the monetary allowances in clauses 18.5 (stand by) and 32(a) (camp allowance), respectively, shall also be adjusted in the same manner and at the same time as prescribed in clause 13.8(a).
- (c) At the time of any State Wage Case decision adjusting minimum rates in this Award the monetary quantum in clause 12.3(c) (net expenditure) shall also be reviewed in accordance with *Note 3* in that clause.
- (d) At the time of any adjustment to the wage rates in this Award the expense related allowances at clauses 13.3 and 13.4 (overtime meal allowances), respectively, shall be automatically adjusted by the relevant adjustment factor. The relevant adjustment factor for this purpose is the percentage movement in the applicable index figure most recently published by the Australian Bureau of Statistics since the allowance was last adjusted.
- (e) The applicable index figure is the index figure published by the Australian Bureau of Statistics for the Eight Capitals Consumer Price Index, as follows:

Allowance

Eight Capitals Consumer Price Index  
(ABS Cat No. 6401.0 - Table 7)

Overtime meal allowance  
(last adjusted 1 September 2016)

Take-away and fast foods sub-group

## 14. Superannuation

See clause 14 of Division 1 - Provisions with common application.

## **PART 5 - Hours of Work and Related Matters**

### **15. Hours of duty**

#### **15.1 Ordinary hours of duty - day workers**

- (a) The ordinary hours of duty of employees covered by this Section shall be an average of 36.25 per week or 7.25 per day to be worked Monday to Friday, inclusive, between the hours of 0600 and 1800, except where the employer notifies the employee that they are to work their ordinary hours of duty in accordance with clause 15.1(e).
- (b) The ordinary hours in clause 15.1(a) are to be worked on one of the following bases as agreed between the employer and the employees concerned:
  - (i) 36.25 hours within a work cycle not exceeding 7 consecutive days; or
  - (ii) 72.5 hours within a work cycle not exceeding 14 consecutive days; or
  - (iii) 108.25 hours within a work cycle not exceeding 21 consecutive days; or
  - (iv) 145 hours within a work cycle not exceeding 28 consecutive days.
- (c) An employer and employee, who may be represented by an accredited union representative, may agree that the ordinary hours of duty may be worked on any five out of seven days per week including Saturdays and Sundays or that the ordinary hours may be altered as to the spread of hours.
- (d) Ordinary daily hours shall be worked continuously with an unpaid meal break of not less than 30 minutes or more than 60 minutes to commence no later than 5 hours after starting each day.
- (e)
  - (i) The ordinary hours of duty of employees covered by this Section having other workers under their immediate supervision shall, if so determined by the employer, be the same as the ordinary hours of the workers supervised, subject to the conditions prescribed in clauses 13.5(a) and 15.1(e)(iii).
  - (ii) The provisions of clause 15.1(e)(i) shall not apply to employees holding professional qualifications and, for the purpose of this clause, Engineering Surveyors shall be deemed to be included in that category.
  - (iii) Where it is necessary to establish an hourly rate for the purpose of calculating overtime, notwithstanding the ordinary hours of duty pursuant to clause 15.1(e)(i), the divisor used shall be 36.25.

#### **15.2 Employees required to work unusual working hours not classed as shift work**

- (a) Clause 15.2 shall apply to the following employees:
  - employees employed in Civic Centres and Theatres
  - Manager - Flinders Mall - Townsville City
  - Art Gallery Director - Townsville City
  - Art Gallery Director - Ipswich City Council
  - Art Gallery Director - Noosa Shire Council
  - employees who attend to the community development and welfare needs of the community.
- (b) The employees described in clause 15.2(a), who are required to work unusual hours, shall be paid a 15% loading of ordinary salary to compensate them for working irregular hours.

- (c) The ordinary working hours of such employees shall not exceed 7.25 hours on any one day or 36.25 hours in any one week to be worked on any five days, Monday to Saturdays, inclusive, according to a roster which shall provide for two consecutive days off each week. The roster shall be prepared and displayed to the employees concerned at least two weeks in advance, and shall not be varied except by mutual arrangement between the employee and the employer.
- (d)
  - (i) The ordinary daily hours shall be worked continuously except for an unpaid meal break of not less than 30 minutes or more than 60 minutes duration, to be taken at times mutually arranged.
  - (ii) No employee shall be required to work continuously for more than 5 hours without a meal break and if such meal break is not given double time shall be paid for all time worked after the fifth hour until a meal break of 30 minutes is given or the employee ceases work for the day, whichever is the earlier.
- (e) Within the abovementioned limits, the employer shall have the right of fixing starting times, ceasing times, and meal times, and such times shall not be altered without giving at least five days' notice, such notice to be exhibited so as to be readily available to the employee concerned.

### **15.3 Ordinary hours of duty - shift workers**

- (a) The ordinary hours of duty of shift workers shall not exceed an average of 7.25 hours per day or 36.25 hours a week and may be worked on any five days Monday to Sunday, inclusive.
- (b) A shift worker shall be granted two consecutive days off duty in every week.
- (c) A rostered shift shall not span more than 8 hours per day or, by agreement, may be more than 8 but not more than 10 hours per day.
- (d) Where a shift worker works more than 8 hours per day or more than an average of 36.25 hours per week or more than five days in any one week, such worker shall be paid overtime as set out in clause 18.

### **15.4 Shift work - general provisions**

- (a) Shift work may not be worked for periods of less than one week.
- (b) In any period of shift work an employee may be required to work in any combination of day, afternoon or night shifts.
- (c) It shall not be necessary for shift work to be worked by separate relays of employees.
- (d) An employee shall not be deemed to be working shift work unless the employee has been provided with not less than seven days' notice of the requirement to work shift work.

### **15.5 Rosters - shift work**

- (a) A shift work roster shall provide rotation of shifts unless the employer and the relevant union or majority of affected employees agree otherwise.
- (b) The shift work roster shall be prominently displayed at the place of work in a position where it is readily accessible to all employees concerned at least one week in advance of the date of the duties to which it refers.
- (c) Any changes to the roster shall be notified to the employees affected by such changes at least 24 hours in advance of the implementation of the alteration. If 24 hours' notice is not given, the

employee concerned shall be paid at the rate of double time for all time worked until 24 hours has expired from the time the notice was given. Such penalty shall not apply if the change is made at the request of the employees concerned.

#### **15.6 Payment for working ordinary hours - shift workers**

- (a) Subject to clause 15.6(b), for each afternoon and night shift worked an employee shall be paid a shift allowance of 15% in addition to the employee's ordinary rate of pay for that day, except where a night shift is worked without rotation for a period in excess of 10 consecutive normal working days in which case 25% shall be paid in lieu of the 15%.
- (b) The shift allowances prescribed in clause 15.6(a) shall not be payable in addition to the weekend or public holiday penalty rate payments prescribed in clause 15.6(c) or any penalty payments made in accordance with the provisions of clause 15.5(c).
- (c) All ordinary hours of duty worked by a shift worker on a weekend or a public holiday will be paid for as follows:
  - (i) between 0000 and 2400 on a Saturday - time and one-half;
  - (ii) between 0000 and 2400 on a Sunday - time and one-half; and
  - (iii) between 0000 and 2400 on a public holiday - at the rate prescribed in clause 23.1.

#### **15.7 Travel arrangements - shift workers**

- (a) Subject to clause 15.7(b) and (c), when an employee is required to work a shift which commences or finishes at a time when the employee's normal means of private or public transport is not available, the employer must reimburse the employee the reasonable cost of a taxi fare, as appropriate from:
  - (i) the employee's home to the place of employment; and/or
  - (ii) from the place of employment to the employee's home.
- (b) The maximum reimbursement for such journeys shall be limited to journeys of no more than 15 kilometres in distance.
- (c) Clause 15.7(a) does not apply:
  - (i) where the employer provides transport in the situation set out in clause 15.7(a) free of charge to the employee; or
  - (ii) to senior officers.

### **16. Meal breaks**

#### **16.1 Meal breaks - day workers**

- (a) All full-time day workers shall be allowed an unpaid meal break of not less than 30 minutes nor more than 60 minutes each day with such break to commence no later than 5 hours after starting work each day.
- (b) All work done during the recognised meal period shall be paid for at the rate of double time, such payment to continue until a meal period has commenced. Such meal period shall be of the same duration as the meal period the employee would have enjoyed had the employee not been required to continue working.

## **16.2 Meal breaks - shift workers**

- (a) Shift workers shall be allowed a paid crib break of 30 minutes during each shift to be taken at a time and in such manner that it will not interrupt any service being provided to the general public.
- (b) All work done during the recognised crib break shall be paid for at the rate of double time, such payment to continue until a meal period has commenced. Such crib break shall be of the same duration as the meal period the employee would have enjoyed had the employee not been required to continue working.

## **16.3 Meal breaks - part-time and casual employees**

Part-time and casual employees required to continue working for more than 5 consecutive hours shall be allowed an unpaid meal break of 30 minutes. If such meal break is not given prior to the commencement of the fifth hour of work, double time shall be paid for all work performed from the commencement of the fifth hour until the time a meal break of 30 minutes is given.

## **17. Rest pauses**

- (a) All employees shall be allowed a rest pause of 10 minutes in the first and second half of their daily work. Such rest pauses shall be taken at times as will not interfere with the continuity of work where continuity in the opinion of the employer is necessary.
- (b) When determined by an employer, rest pauses for employees having workers under their immediate supervision shall be banked and taken as a 20 minute break.
- (c) Further, when it is agreed between an employer and an employer concerned, Building Inspectors and their assistants, Supervising Building Inspectors, Water Officers and their assistants, Inspectors of Sewerage and Water Installations and their Supervising Inspectors may bank rest pauses so as to result in one 20 minute break, morning or afternoon.

## **18. Overtime**

### **18.1 Overtime - general provisions**

- (a) Subject to clause 18.1(b) an employer may require an employee to work reasonable overtime at overtime rates.
- (b) An employee may refuse to work overtime in circumstances where the working of such overtime would result in the employee working hours which are unreasonable having regard to:
  - any risk to the employee's health and safety;
  - the employee's personal circumstances including any family responsibilities;
  - the needs of the workplace or enterprise;
  - the notice (if any) given by the employer of the overtime and by the employee of their intention to refuse it; and
  - any other relevant matter.



## **18.2 Payment for overtime**

- (a) Except as provided elsewhere in clause 18, overtime worked outside the spread of ordinary hours on any day Monday to Friday, inclusive, or in excess of the ordinary daily or weekly hours shall be paid for at the rate of time and one-half.
- (b) All overtime worked on a Saturday or a Sunday shall be paid for at the rate of double time with a minimum payment as for 3 hours' work.

## **18.3 Payment for overtime - shift workers**

- (a) All time worked by a shift worker outside or in excess of the ordinary working hours prescribed by clause 15.4 shall be deemed to be overtime and shall be paid for at the rate of double time.
- (b) Where a shift worker is recalled to work overtime after completion of a normal rostered shift, such employee shall be provided with a minimum of 4 hours' work or be paid for 4 hours at the appropriate overtime rate.

## **18.4 Time off in lieu of overtime**

- (a) Where an employee classified at a level corresponding to pay point 17 or higher is directed to work overtime, such employee shall be given time off equivalent to the time worked either outside the spread of ordinary hours on any day or in excess of the ordinary weekly hours.
- (b) Subject to the provisions of clauses 18.4(c) and (d) the time off in lieu shall be taken at a time mutually agreed between the employee and the employer.
- (c) Where time off in lieu has not been taken within three months since the overtime was worked, the employer may direct the employee to take the time off in lieu by the giving of not less than 5 days' notice.
- (d) Where the time off in lieu has not been taken, or directed to be taken, within four months since the overtime was worked the employee shall be paid the equivalent of the time worked at the relevant overtime rates.
- (e) The employer and an employee classified at a level corresponding to a pay point below 17 may mutually agree that overtime worked at the direction of the employer either outside the spread of ordinary hours on any day, or in excess of the ordinary weekly hours, is taken as time off equivalent to such time worked.

## **18.5 Stand by for emergency work and availability allowance**

- (a) An employer may instruct an employee to be available to perform emergency work outside of their normal working hours either remotely or through attendance at a Council worksite.
- (b)
  - (i) Subject to clause 18.5(b)(ii) an employee who may be instructed to be available but who is expected to perform the work remotely e.g. by telephone or electronic link-up, shall be paid an allowance of \$13.15 per day for each day they are required to be available.
  - (ii) To be eligible for the allowance prescribed in clause 18.5(b)(i), the employee must have been instructed to be available for work, be readily accessible and in a fit state to perform work if called upon. The mere provision of electronic means for contact or to perform work remotely does not in itself justify entitlement to the allowance.
- (c)
  - (i) Subject to clause 18.5(c)(ii), an employee who may be instructed to be available and who is required to attend a Council worksite to perform work shall be paid an allowance of \$14.50 per day.

- (ii) To be eligible for the allowance prescribed in clause 18.5(c)(i), the employee must have been instructed to be available for work, be readily contactable, in a fit state to perform the work and be within reasonable travelling distance of the worksite. The mere provision of electronic means for contact does not in itself justify entitlement to the allowance.
- (d)
  - (i) If an employee is required to leave home to perform emergency work, all work performed on that day shall be paid at the prescribed overtime rates from the time of leaving home to commence work until the time the employee returns home, with a minimum payment of not less than 3 hours at the employee's ordinary time rate. Any subsequent requirement to perform work away from home which occurs within the initial three hour time period, and which does not extend beyond the three hour time period, will not be subject to an additional payment of 3 hours.
  - (ii) Any further requirement for an employee to leave home to perform work shall be paid at the appropriate overtime rate for the actual time worked with no prescribed minimum.
- (e) If the employee is called upon to perform emergency work remotely or from home, all work performed on that day shall be paid at the prescribed overtime rates from the time the employee commences the emergency work until such time as the employee finishes the work. If an employee is required to perform work on one or more occasions in any one day the payment received for that day shall not be less than one hour's salary at ordinary time rates.
- (f) An employee subject to clause 18.5 and who cannot be reasonably contacted or who refuses to perform the emergency work for legitimate or other reasons will forfeit any allowance prescribed in clause 18.5(b)(i) or (c)(i), respectively.
- (g) Clause 18.5 will not apply to senior officers who have been provided with mutually agreeable alternative arrangements/benefits to compensate for being available to perform emergency work.

#### **18.6 Recall to duty**

- (a) An employee, other than one on stand by in accordance with the provisions of clause 18.5, recalled to work overtime whether notified before or after leaving the usual place of employment and who returns to home on the completion of such overtime worked shall be paid for a minimum of 3 hours' work at the appropriate overtime rate for each time the employee is so recalled.
- (b) Except in unforeseen circumstances the employee shall not be required to work for such 3 hours if the work the employee is required to perform is completed within a shorter period.

#### **18.7 Fatigue leave/rest period**

- (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 so that 10 consecutive hours off duty has not occurred shall be released after completion of such overtime until 10 consecutive hours off duty does occur without loss of pay for ordinary working time occurring during such absence.
- (b) If, on the instructions of the employer, an employee resumes or continues ordinary work without having had 10 consecutive hours off duty the employee shall be paid double rates until released from duty and shall then be entitled to be absent until 10 consecutive hours off duty has occurred without loss of pay for ordinary working time occurring during such absence.

## PART 6 - Leave of Absence and Public Holidays

### 19. Annual leave

Annual leave is provided for in Division 3 of the QES. Clauses 19.1 to 19.4 supplement the QES.

#### 19.1 Period of annual leave

Subject to clause 19.2, employees covered by this Section are entitled to a period of annual leave based upon the location of their employment, as set out in the following table:

4 weeks leave	5 weeks leave
Banana Shire Council ♦	Aurukun Shire Council
Bundaberg Regional Council	Balonne Shire Council
Cherbourg Aboriginal Shire Council	Barcaldine Regional Council
Fraser Coast Regional Council	Barcoo Shire Council
Gladstone Regional Council	Blackall - Tambo Regional Council
Gold Coast City Council	Boulia Shire Council
Goondiwindi Regional Council	Bulloo Shire Council
Gympie Regional Council	Burdekin Shire Council
Hope Vale Aboriginal Shire Council	Burke Shire Council
Ipswich City Council	Cairns Regional Council
Livingstone Shire Council	Carpentaria Shire Council
Lockyer Valley Regional Council	Cassowary Coast Regional Council
Logan City Council	Central Highlands Regional Council ♣
Moreton Bay Regional Council	Charters Towers Regional Council
Noosa Shire Council	Cloncurry Shire Council
North Burnett Regional Council	Cook Shire Council
Palm Island Aboriginal Shire Council	Croydon Shire Council
Redland City Council	Diamantina Shire Council
Rockhampton Regional Council	Doomadgee Aboriginal Shire Council
Scenic Rim Regional Council	Douglas Shire Council
Somerset Regional Council	Etheridge Shire Council
South Burnett Regional Council	Flinders Shire Council
Southern Downs Regional Council	Hinchinbrook Shire Council
Sunshine Coast Regional Council	Isaac Regional Council
Toowoomba Regional Council	Kowanyama Aboriginal Shire Council
Western Downs Regional Council ♥	Lockhart River Aboriginal Shire Council
Woorabinda Aboriginal Shire Council	Longreach Regional Council
Wujal Wujal Aboriginal Shire Council	Mackay Regional Council
Yarrabah Aboriginal Shire Council	Mapoon Aboriginal Shire Council
	Maranoa Regional Council
	Mareeba Shire Council
	McKinlay Shire Council
	Mornington Shire Council
	Mount Isa City Council
	Murweh Shire Council
	Napranum Aboriginal Shire Council
	Northern Peninsula Area Regional Council
	Paroo Shire Council
	Pormpuraaw Aboriginal Shire Council
	Quilpie Shire Council
	Richmond Shire Council
	Tablelands Regional Council
	Torres Shire Council
	Torres Strait Island Regional Council
	Townsville City Council
	Whitsunday Regional Council

4 weeks leave	5 weeks leave
	Winton Shire Council
<b>Notes:</b> ♦ Except those employees employed in a location situated in the area of Division 1 of the former Taroom Shire Council, who are entitled to 5 weeks annual leave. ♣ Except those employees employed in a location situated in the area of the former Duaringa Shire Council, who are entitled to 4 weeks annual leave. ♥ Except those employees employed in a location situated in the area of Division 2 of the former Taroom Shire Council, who are entitled to 5 weeks annual leave.	

## 19.2 Additional period of annual leave

In lieu of the requirements prescribed at Sections 71EA(1)(b) and (6) of the Act, a continuous shift worker covered by this Section shall be entitled to one additional week of annual leave.

## 19.3 Payment for annual leave

- (a) Subject to clause 19.3(c) an employee (other than a shift worker) proceeding on annual leave is entitled to receive the following payments:
- (i) an amount equal to the salary level being paid to the employee immediately before the employee takes the leave for the period of such leave; and
  - (i) a further amount equal to 17.5% of the salary payable to the employee for the period of such leave.
- (b) A shift worker proceeding on annual leave is entitled to receive the following payment:
- (i) an amount equal to the salary level being paid to the employee immediately before the employee takes the leave for the period of such leave calculated according to the employee's roster or projected roster including shift, weekend or public holiday penalties; or
  - (ii) an amount equal to the salary level being paid to the employee immediately before the employee takes the leave for the period of such leave, plus a further amount equal to 17.5% of the salary payable to the employee for the period of such leave, excluding any shift, weekend or public holiday penalties,
- whichever is the higher.
- (c) In the case of an employee who was performing higher duties as prescribed in clause 12.5 of this Section immediately prior to the taking of annual leave, the employee's aggregate time spent performing higher duties in the 12 months immediately before taking annual leave shall be taken into account, as set out in the following table, in calculating their annual leave payment in accordance with clause 19.3(a) or (b), as the case may be:

Period of performing higher duties	Proportion of annual leave to be paid at higher duties rate
less than 3 months	25%
3 months or more but less than 6 months	50%
6 months or more but less than 9 months	75%
9 months or more	100%

#### **19.4 Annual close down**

- (a) 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 the section or sections concerned, the following provisions shall apply:
  - (i) by the giving of not less than 90 days' notice the employer may direct all employees in the section or sections concerned to take leave for the duration of the closedown and allow those who are not then qualified for sufficient annual leave to cover the period of the close down to take paid leave on a proportionate basis and to take such accumulated time off/rostered days off as may be available to the employee to apply towards the close down period.
  - (ii) all time during which an employee is stood down without pay for the purpose of clause 19.4(a)(i) shall count as service in the next 12 monthly qualifying period.
- (b) Notwithstanding clause 19.4(a), where there is agreement between the employer and the majority of employees concerned, the employer may close down its operations or a section or sections thereof on one additional occasion in any 12 month period for the purpose of allowing additional annual leave for a period agreed with its employees.

#### **20. Personal leave**

- (a) Personal leave is provided for in Division 4 of the QES and covers:
  - (i) sick leave;
  - (ii) carer's leave;
  - (iii) bereavement leave; and
  - (iv) cultural leave.
- (b) Clauses 20(c) to (i) supplement Subdivisions 1 and 2 of Division 4 of the QES.
- (c) Paid sick leave is available to an employee, other than a casual employee, when they are absent:
  - (i) due to personal illness or injury; or
  - (ii) for the purposes of caring for an immediate family or household member:
    - (A) who is sick and requires the employee's care and support; or
    - (B) who requires care due to an unexpected emergency.
- (d) The amount of sick leave to which a full-time employee is entitled depends on how long they have worked for the employer and accrues from year to year as follows:
  - (i) at the rate of one day's leave for each month of employment in the first year, to a total of 12 days; and
  - (ii) 15 days credited at the start of the second and each subsequent year of service.
- (e) (i) Notwithstanding the provisions of clause 20(d), credit shall be allowed at the commencement of an employee's employment for sick leave accumulated with a previous local government employer or employers provided that:

- (A) the employee's service as between such employers has been continuous; and
  - (B) the employee at the time of engagement produces a certificate from the previous employer certifying the amount of sick leave accumulated to the employee's credit.
- (ii) For the purpose of clause 20(e)(i):
- (A) **continuous service** is defined to include service with an employer or with more than one employer which has been continuous except for the employee having been dismissed or stood down, or by the employee having terminated their own service with the employer, provided that the employee shall have been re-employed by that employer or some other employer within a period not exceeding the combination of any period of unused annual leave when the employee ceased employment with their previous employer, plus a further period of four weeks; and
  - (B) **employer** means a local government or local authority.
- (f) If an employee while absent from duty on annual leave granted pursuant to clause 19 of this Award is overtaken by illness the employee shall, on application and on production of a certificate signed by a duly qualified medical practitioner certifying that such employee is incapacitated by such illness to the extent that the employee would be unfit to perform normal duties for a period of not less than five days, be entitled to have such period of illness which occurs during the employee's annual leave debited to the employee's sick leave entitlement and the employee's annual leave entitlement shall be credited accordingly.
- (g) If an employee whilst absent from duty on long service leave granted pursuant to clause 22 of this Award is overtaken by illness the employee may, on application and subject to the provisions contained in this clause, be entitled to have such period of illness which occurs during the employee's long service leave debited to the employee's sick leave entitlement and the employee's long service leave entitlement shall be credited accordingly, provided that:
- (i) the application for adjustment is approved by the employer; and
  - (ii) the application includes a certificate signed by a duly qualified medical practitioner certifying that the employee is incapacitated by such illness to the extent that the employee would be unfit to perform normal duties for a period of not less than five days.
- (h) In addition to the provisions of Subdivision 2 of Division 4 of the QES an employee's accumulated sick leave entitlements are preserved when:
- (i) the employee is absent from work on unpaid leave granted by the employer;
  - (ii) the employer or employee terminates the employee's employment and the employee is re-employed within three months;
  - (iii) 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.
- (i) An employee's sick leave continues to accrue whilst absent from work on paid leave granted by their employer.

## 21. Parental leave

See clause 21 of Division 1 - Provisions with common application.

## 22. Long service leave

- (a) Long service leave, including for casual employees, is provided for in Division 6 of the QES. Clause 22(b) supplements the QES.
- (b) In lieu of the provisions of section 71HB2(a) and (b) of the Act, all employees covered by this Section who complete 10 years' continuous service are entitled to long service leave at the rate of 1.3 weeks on full pay for each year of continuous service and a proportionate amount for an incomplete year of service.
- (c) Portability of long service leave entitlements for local government employees is provided for in Division 2, Chapter 8 of the *Local Government Regulation 2010*.

## **23. Public holidays**

Public holidays are provided for in Division 7 of the QES. Clauses 23.1 and 23.2 supplement the QES provisions.

### **23.1 Payment for public holidays and for work on a public holiday**

- (a) An employee (other than a casual employee) who would normally work on a day on which a public holiday falls and who is not required to work on that day, shall be paid for the ordinary hours the employee would normally have worked if that day had not been a public holiday.
- (b) An employee (other than a casual employee and a senior officer) who would normally work on a day on which a public holiday falls and who is required to work on the public holiday shall, in addition to the payment prescribed in clause 23.1(a), be paid at the rate of time and one-half for any hours worked, with a minimum payment as for 4 hours' work for the day.
- (c) An employee (including a casual employee but excluding a senior officer) who would normally work on a day on which a public holiday falls and who performs authorised overtime outside the employee's ordinary working hours for that day shall be paid for such time at double the overtime rate prescribed in clause 18.2.
- (d) An employee (including a casual employee but excluding a senior officer) who would not normally be required to work on a public holiday but who is required to work on that day shall be paid at the rate of double time and one-half for any hours worked, with a minimum payment as for 4 hours' work for the day.
- (e) The minimum payment provided in clauses 23.1(a) or (b) shall not apply where the work performed on the public holiday is immediately preceding or following ordinary hours.

### **23.2 Substitution**

- (a) Subject to statutory limitations (such as the time work may not be performed on Anzac Day) where there is agreement between the employer and an employee or employees, another ordinary working day may be substituted for a public holiday.
- (b) Where an employee is subsequently required to work on the substituted day they shall be paid at the rate prescribed in clause 23.1.

## **24. Jury service**

See clause 24 of Division 1 - Provisions with common application.

## **25. Service leave**

See clause 25 of Division 1 - Provisions with common application.

## **PART 7 - Union Related Matters**

### **26. Union encouragement**

See clause 26 of Division 1 - Provisions with common application.

### **27. Union delegates**

See clause 27 of Division 1 - Provisions with common application.

### **28. Trade union training leave**

- (a) Subject to the conditions set out in clause 28(d), upon written application by an employee to an employer, such application being endorsed by the relevant union and giving to the employer at least one month's notice, the employee shall be granted up to five working days' leave (non-cumulative) on ordinary pay each calendar year to attend courses and seminars conducted by the union or specific training courses approved and accredited by the union.
- (b) Other courses mutually agreed between the union and an employer may be included under clause 28.
- (c) For the purposes of clause 28(a), **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.
- (d) The granting of such leave shall be subject to the following conditions:
  - (i) An employee must have at least 12 months' uninterrupted service with an employer prior to such leave being granted.
  - (ii) This clause shall not apply to an employer with less than 10 full-time employees covered by this Section.
  - (iii) The maximum number of employees under this Section from any one place of employment of the employer attending a course or seminar at the same time will be as follows:
    - (A) where the employer employs between 10 and 100 employees 2
    - (B) where the employer employs 100 employees or more 4
  - (iv) 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.
  - (v) 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.
  - (vi) Leave granted to attend courses will not incur additional payment if such course coincides with the employee's rostered day off in 38 hour week working arrangements or with any other concessional leave.
- (e) 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.
- (f) Paid trade union training leave will not affect other leave granted to employees under this Award.



**29. Right of entry**

See clause 29 of Division 1 - Provisions with common application.

**PART 8 - Transfers, Travelling, Camps and Equipment**

**30. Transfer and appointment expenses**

An employee transferred by an employer from the employee's usual place of employment so as to render it necessary for the employee to live away from home shall be paid all reasonable accommodation expenses for a period not exceeding three months, or such lesser period as might apply if the employee takes up permanent residence at the employee's new centre before the expiry of three months.

**31. Travelling expenses**

- (a) All reasonable travelling and/or out-of-pocket expenses, including accommodation and meals, incurred by an employee in the course of the employee's duties shall be reimbursed by the employer.
- (b) An employee required to travel as part of their duties outside their prescribed ordinary hours of duty shall be paid for such travelling time, to a maximum of 8 hours on any day, at ordinary rates Monday to Friday, inclusive, and at time and one-half on Saturdays, Sundays and public holidays.
- (c) An employee required to report for duty at a place away from the employee's usual place of duty involving travelling time in excess of that normally occupied in travelling to and from the employee's place of duty shall be paid ordinary rates for all such excess travelling time.
- (d) Clauses 31(b) and (c) do not apply to senior officers.

**32. Camp allowance and camp accommodation**

- (a) Where for the performance of work it is necessary for an employee to live in a camp provided by the employer either:
  - (i) because there are no reasonable transport facilities to enable the employee to travel to and from home each day; or
  - (ii) because the employee is directed to live in the camp,the employee shall be paid a camping allowance of \$17.77 for each day (including Saturday and Sunday) the employee lives in camp.
- (b) When an employee lives in a camp during the week and returns home or is otherwise absent from camp for not more than two nights during the week, but does not absent themselves from the job for any of the ordinary working hours, they shall be paid the camping allowance for each of the normal working days.
- (c) The camp shall be provided free of charge by the employer with board and accommodation of a suitable standard.
- (d) Clause 32 does not apply to senior officers.

**33. Quarters**

- (a) Where an employee is provided with quarters and is required to occupy them in discharge of their duties by order of the employer, such quarters shall be rent free.
- (b) Clause 33(a) shall not preclude an employer from providing quarters and charging a proper rental for the occupation thereof where such quarters are provided by the employer for the convenience of an employee and occupied by the employee, but not under direction of the employer.

**34. Equipment and instruments**

- (a) Where an employee is required to provide their own equipment and instruments, the employer must reimburse the employee the cost of such equipment and instruments approved by the employer.
- (b) Clause 34(a) does not apply where the equipment or instruments is paid for by the employer.
- (c) Where a piece of equipment or an instrument is supplied without cost to the employee it shall remain the property of the employer.

**PART 9 - Training and Related Matters**

**35. Professional development and study leave**

- (a) Employees undertaking courses of study or attending training courses shall be permitted time off with pay of up to 5 hours per week (including travelling time) to attend lectures and such time as is necessary for practical training in normal working hours subject to the following conditions:
  - (i) that such courses are appropriate to local government; and
  - (ii) that such courses and the method of undertaking such courses are approved and authorised by the employer.

- (b) Employees undertaking courses of study by correspondence shall be permitted reasonable time off with pay for the purpose of completing studies which are essential to the course.
- (c) Employees undertaking examinations arising from an approved course of study or training shall be entitled to time off with pay for such examinations if during normal working hours.
- (d) Reimbursement of fees and levels of assistance
  - (i) An employee who undertakes an approved course of study or training shall have all compulsory fees (other than for supplementary examinations and late enrolment or late entry fees) reimbursed, after passing examinations.
  - (ii) As subjects are passed, claims for payment must be made within reasonable time. They shall be accompanied by official receipts for fees paid, together with an official statement from the school or examining authority concerned indicating passes in the subjects for which the claim is being made.
  - (iii) Employees undertaking approved courses of study shall receive study assistance in accordance with the relevant category as set out below. In order to qualify for study assistance, the course of study and the method of undertaking such course must be approved by the employer.

(A) Category 1

Course Criteria: a course which is undertaken as a condition of the employee's employment.

Level of assistance:

- Reimbursement of all statutory and other compulsory charges in relation to the course. Reimbursement shall be made following the passing of examinations.
- Time off for attendance at lectures and practical training shall be determined by the employer having regard for the requirements of the course.
- Paid leave for attendance at examinations held during normal working hours.

(B) Category 2

Course Criteria: a course which is directly relevant to the employee's area of work and the skills or qualifications determined by the employer as being appropriate in that area of work.

Level of assistance:

- Paid leave of up to 5 hours per week (including travelling time) for attendance at lectures and such time considered appropriate by the employer for attendance at compulsory practical training.
- Paid leave for attendance at examinations held during normal working hours.
- Reimbursement of the institution's compulsory student services fee (i.e. membership of student union etc) together with reimbursement of a maximum amount of \$250 per annum in relation to other statutory or compulsory fees or charges. Reimbursement shall be made following the passing of examinations.

- Employees undertaking courses of study by correspondence shall receive up to ten days with pay per annum for attendance at compulsory residential schools.

(C) Category 3

Course Criteria: a course demonstrated to the satisfaction of the employer to be directly relevant to local government. The content of such course shall have specific application to functions and processes carried out by Local Authorities.

Level of assistance:

- Reimbursement of the institution's compulsory student services charge (i.e. membership of student union etc). Paid leave of up to 5 hours per week (including travelling time) for attendance at lectures and such time considered appropriate by the employer for attendance at compulsory practical training.
- Paid leave for attendance at examinations held during normal working hours. Employees undertaking courses of study by correspondence shall receive up to five days with pay per annum for attendance at compulsory residential schools.

### **36. Conference leave**

Time off without loss of salary or annual leave may be granted by an employer to allow an employee to attend approved seminars and/or annual conferences of any recognised institute or other body concerned with the calling of the employee.

## **Division 2 - Section 1 - Schedule 1 (Classifications - Administrative, technical, community service, supervisory and managerial services)**

### **Level 1**

#### **Characteristics**

Employees work under close direction and undertake routine activities which require the practical application of basic skills and techniques.

General features of this level consist of performing clearly defined activities with outcomes being readily attainable and clearly defined. Employees' duties at this level will be closely monitored with instruction and assistance being readily available.

Freedom to act is limited by standards and procedures. However, with experience, employees at this level may have sufficient freedom to exercise judgement in the planning of their own work within those confines.

Positions initially at this level will involve employees in extensive on-the-job training including familiarisation with the goals and objectives of the work section. Employees will be responsible for the timeliness of their work and required to use basic numeracy, written and verbal communication skills.

Supervision of other employees is not a feature at this level.

#### **Requirements**

Skills, knowledge, experience, qualifications and/or training (some or all of the following are needed to perform work at this level):

- a developing knowledge of the section/department function and operation;
- basic knowledge of work area requirements and the practices and procedures relevant to the work area (e.g. administration/clerical, construction, maintenance or horticulture);
- a developing knowledge of work practices and policies of the relevant work area;
- basic numeracy, keyboard, written and verbal communication skills relevant to the work area;
- no formal qualifications are required at this level;
- employers are expected to offer substantial on-the-job training;
- it is desirable that employees are studying for an appropriate certificate or undertaking either internal or external training.

#### **Responsibilities**

A position at this level may include some of the following inputs or those of a similar value:

- undertake routine activities of a clerical and/or support nature;
- undertake straight forward operation of keyboard equipment including data input and basic word-processing;
- provide routine information including general reception and telephonist duties;

- apply established practices and procedures.

**Additional responsibilities specific to Administrative employees:**

- perform general stenographic duties.

**Additional responsibilities specific to Community and Environmental Services employees:**

- undertake routine library duties involving routine shelving, issues and returns;
- enforce compliance with traffic by-laws and regulations at an elementary level.

**Additional responsibilities specific to Technical employees:**

- where prime responsibility is for the technical oversight of work performed by outside employees, employees may be required to arrange a minor works activity within established methods as part of the training process;
- where the prime responsibility lies in a technical/drafting field, trainee technical employees apply established practices and procedures in the conduct of a range of technical activities.

**Organisational relationships**

- Works under direct supervision.

**Extent of authority**

- Work outcomes are clearly monitored.
- Freedom to act limited by standards and procedures.
- Solutions to problems found in established procedures and instructions, assistance readily available.
- No scope for interpretation.

**Level 2**

**Characteristics**

Employees work under regular direction within clearly defined guidelines and undertake a range of activities requiring the application of acquired skills and knowledge. Graduates initially appointed at the top of this level will be under the direct supervision of a more senior employee.

General features at this level consist of performing functions which are defined by established routines, methods, standards and procedures with limited scope to exercise initiative in applying work practices and procedures. Assistance will be readily available. Employees may be responsible for a minor function or the operational supervision of minor works programs and/or may contribute specific knowledge and/or specific skills to the work of the Council. In addition, employees may be required to assist more senior employees with specific projects.

Employees will be expected to have an understanding of work procedures relevant to their work area and may provide assistance to lower classified employees concerning established procedures. In addition, employees may be required to assist in establishing procedures to meet the objectives of a minor function. This level may be considered the first level of supervision for minor works programs/projects.

Employees will be responsible for managing time, planning and organising their own work and may be required to oversee and/or guide the work of a limited number of lower classified employees. Employees could be required to resolve minor work procedural issues in the relevant work area within established constraints.

### **Appointment and progression**

This level is the appointment level for employees who have completed an appropriate Certificate and are required to undertake work related to that Certificate. Any graduate with a relevant three year Degree who utilises that qualification to undertake professional work within such profession is to be appointed to the top wage level in level 2. Graduates will advance to the first step of level 3 after 12 months' satisfactory service.

### **Additional provisions specific to Technical employees:**

- supervisors may also be appointed to this level if they have suitable experience and/or a post-trade certificate.

### **Requirements**

Skills, knowledge, experience, qualifications and/or training (some or all of the following are needed to perform work at this level):

- basic skills in oral and written communication with clients and other members of the public;
- knowledge of established work practices and procedures relevant to the work area;
- knowledge of policies, by-laws and regulations relating to the work area;
- understanding of clear but complex rules;
- understanding of basic computing concepts;
- application of techniques relevant to the work area;
- developing knowledge of statutory requirements relevant to the work area;
- no formal qualifications required;

OR entry point for three year Degree/Associate Diploma/appropriate Certificate without experience;

OR will have attained through previous appointments or service an equivalent level of expertise and experience to undertake the range of activities required;

OR appropriate on-the-job training and relevant experience.

### **Additional requirements specific to Community and Environmental Services and Technical employees:**

OR appropriate post-trade certificate relevant to the work area.

### **Additional requirements specific to Technical employees:**

OR qualifications accepted as both relevant and equivalent.

### **Responsibilities**

To contribute to the operational objectives of the work area, a position at this level may include some of the following inputs or those of a similar value:

- undertake a range of activities requiring the application of established work procedures and may exercise limited initiative and/or judgement within clearly established procedures and/or guidelines;
- achieve outcomes which are clearly defined.

**Additional responsibilities specific to Administrative employees:**

- operate a computer and/or programs and peripheral equipment;
- initiate corrective action at an elementary level;
- operate a word processor and/or other business software and be conversant with and utilise the functions of those systems and be proficient in their use;
- operate a desk top publisher at a routine/basic level;
- provide secretarial support requiring the exercise of sound judgement, initiative, confidentiality and sensitivity in the performance of work;
- perform tasks of a sensitive nature including the provision of more than routine information, the receiving and accounting for monies and assistance to clients/ratepayers.

**Additional responsibilities specific to Community and Environmental Services employees:**

- perform tasks of a sensitive nature including the provision of more than routine information;
- provide paraprofessional support to qualified librarians;
- oversee the work of unqualified library staff and/or take charge of a library outlet or function within the library;
- undertake inspectorial duties involving the enforcement of general by-laws/regulations, assist more senior employees with special projects;
- assist with elementary building, health or animal and plant control inspections under the regular direction of a more senior qualified employee;
- operate a community service program at an elementary level;
- perform tasks within a community service program requiring knowledge of established work practices and procedures relevant to the work area.

**Additional responsibilities specific to Technical employees:**

- where prime responsibility is to supervise outside employees:
  - plan and coordinate the activities of employees within a single works function of Council;
  - supervise the day-to-day operation of a minor works project;
  - be responsible for a minor works project/program.
- where prime responsibility lies in a technical field:



- apply established practices and procedures in the conduct of a range of technical activities including the fields of construction, engineering, surveying and horticulture;
- be responsible for a minor project.

### **Organisational relationships**

- Works under regular supervision.
- Oversees and guides a limited number of lower classified employees.
- Where relevant, supervises minor works programs/projects.

### **Extent of authority**

- Work outcomes monitored.
- Freedom to act within established guidelines.
- Solutions to problems may require the exercise of limited judgement, with guidance to be found in procedures, precedents and guidelines. Assistance is available when problems occur.
- Graduates receive instructions.
- Plan and coordinate work for minor work programs.

## **Level 3**

### **Characteristics**

Employees work under general direction in the application of procedures, methods and guidelines which are well established. However, graduates initially appointed at this level will be under the direct supervision of a more senior employee.

General features of this level involve solving problems of limited difficulty using knowledge, judgement and work organisational skills acquired through qualifications and/or previous work experience. Assistance is available from more senior employees. Employees may receive instruction on the broader aspects of the work. In addition, employees may provide assistance to lower classified employees.

Positions at this level allow employees the scope for exercising initiatives in the application of established work procedures. At this level employees may be required to supervise. Employees with supervisory responsibilities may undertake some complex operational work and may undertake planning and coordination of activities within the work area.

Employees will be responsible for managing and planning their own work and that of subordinate employees and may be required to deal with formal disciplinary issues within the work area. Supervisors should have a basic knowledge of the principles of human resource management and be able to assist subordinate employees with on-the-job training.

### **Appointment and progression**

Three year Degree holders shall progress to this level after the completion of 12 months' service at the top of level 2. This is the appointment level for any graduate with a relevant four year Degree who is required to undertake work within their qualification.

Graduates shall advance to the 3rd year incremental step after 12 months' service on the 1st step of this level and shall progress to the 1st step of level 4 after a further 12 months' service. Employees with

Certificate qualifications relevant to the work area shall be promoted to this level once they have obtained the appropriate Certificate and have had relevant satisfactory service and undertaken work related to the responsibilities under this level.

### **Requirements**

Skills, knowledge, experience, qualifications and/or training (some or all of the following are needed to perform work at this level):

- thorough knowledge of work activities performed within the work area;
- sound knowledge of procedural/operational methods of the work area;
- may utilise professional or specialised knowledge;
- ability to apply computing concepts;
- working knowledge of statutory requirements relevant to the work area;
- entry level for four year Degree in the relevant discipline;

OR entry level for three year Degree plus Graduate Diploma in the relevant discipline;

OR Associate Diploma with experience;

OR three year Degree plus one year professional experience in the relevant discipline;

OR appropriate Certificate with relevant experience;

OR attained, through previous appointments, service and/or study, an equivalent level of expertise and experience to undertake the range of activities required.

### **Responsibilities**

To contribute to the operational objectives of the work area, a position at this level may include some of the following inputs or those of a similar value:

- undertake responsibility for various activities in a specialised area;
- exercise responsibility for a function within the work area;
- assist in a range of functions and/or contribute to interpretation of matters for which there are no clearly established practices and procedures although such activity would not be the sole responsibility of the employee;
- where prime responsibility lies in a professional field under direct supervision, employees at this level:
  - may undertake some minor phase of a broad or more complex assignment;
  - provide assistance to more senior employees.

### **Additional responsibilities specific to Administrative employees:**

- provide secretarial and/or administrative support requiring a high degree of judgement, initiative, confidentiality and sensitivity in the performance of work;

- sufficiently proficient in the operation of a computer to enable modification and/or correction of computer software systems/packages and/or the identification of operational problems. This level could include systems administrators in small to medium sized Councils whose responsibility includes the security/integrity of the system;
- apply computing programming knowledge and skills in systems development, maintenance and implementation under direction of a more senior employee;
- provide a service utilising the full functions of a desk top publisher.

**Additional responsibilities specific to Community and Environmental Services employees:**

- supervise the work of other paraprofessional library staff;
- take charge of a small library branch;
- regularly undertake general inspections to enforce compliance with various Acts, (excluding those relating to building/health) Regulations, by-laws and policies, including the presentation of materials for prosecution of offences as required;
- advise landholders/local authorities/government officers on eradication/control techniques and measures and inform them of their obligations under the relevant legislation;
- provide advice on requirements for compliance with relevant Acts, Regulations, codes, standards, by-laws and Council policies. Undertake basic health or building inspections;
- undertake minor development assessment duties;
- coordinate elementary community service programs or a single program at a more complex level;
- where prime responsibility lies in a professional field, employees at this level would undertake at least some of the following:
  - perform duties of a specialised nature;
  - provide a range of library and information services in a small library or in a large library predominantly involved in the provision of a particular library service or function;
  - plan and coordinate elementary community-based projects/programs;
  - perform moderately complex functions including social planning, demographic analysis, survey design and analysis.

**Additional responsibilities specific to Technical employees:**

- where prime responsibility is to supervise the work of outside employees, supervision may extend to several elements of the work:
  - plan and coordinate minor works;
  - exercise responsibility for a number of minor works and determine objectives for the functions under their control.
- where the prime responsibility lies in a technical field, employees at this level:
  - perform moderately complex functions in various fields including construction, engineering surveying and horticulture;
  - assist and review work done by subordinate employees.
- at this level there is scope for exercising initiative in the application of established work practices.

### **Organisational relationships**

- Works under general supervision (except for graduates, who work under direct supervision).
- Supervision of other employees.
- Operates as a member of a professional team.

### **Extent of authority**

- May set outcome/objectives for specific projects.
- Graduates receive instructions on the broader aspects of the work.
- Freedom to act within defined/established practices.
- Problems can usually be solved by reference to procedures, documented methods and instructions. Assistance is available when problems occur.

## **Level 4**

### **Characteristics**

Employees work under general direction in functions that require the application of skills and knowledge appropriate to the work. Guidelines and work procedures are generally established.

General features at this level require the application of knowledge and skills which are gained through qualifications and/or previous experience in the discipline. Employees will be expected to contribute knowledge in establishing procedures in the appropriate work related field. In addition, employees at this level may be required to supervise various functions within a work area or activities of a complex nature.

Positions may involve a range of work functions which could contain a substantial component of supervision or require employees to provide specialist expertise/advice in their relevant discipline. Work at this level requires a sound knowledge of program, activity, operational policy or service aspects of the work performed within a function or a number of work areas.

Employees require skills in managing time, setting priorities, planning and organising their own work and that of subordinate employees, where supervision is a component of the position, to achieve specific objectives. Employees will be expected to set outcomes and further develop work methods where general work procedures are not defined.

### **Appointment and progression**

Graduates will progress to the first incremental step of this level once two years' service at level 3 are completed and will progress to the 3rd incremental step in this level following an additional year of service.

### **Additional provisions specific to Community and Environmental Services employees:**

- employees undertaking health or building inspections shall be promoted to this level once they have had the appropriate experience and undertaken work related to the responsibilities under this level.

### **Requirements**

Skills, knowledge, experience, qualifications and/or training (some or all of the following are needed to perform work at this level):

- knowledge of statutory requirements relevant to work area;
- knowledge of section procedures, policies and activities;
- sound discipline knowledge gained through previous experience, training or education;
- knowledge of the role of departments within Council and/or service functions;
- specialists require an understanding of the underlying principles in the relevant discipline;
- relevant four year Degree with two years of relevant experience or three year Degree with three years of relevant experience;

OR Associate Diploma with relevant experience;

OR lesser formal qualifications with substantial years of relevant experience;

OR attained, through previous appointments, service and/or study, an equivalent level of expertise and experience to undertake the range of activities required.

### **Responsibilities**

To contribute to the operational objectives of the work area, a position at this level may include some of the following inputs or those of a similar value:

- undertake activities which may require the employee to exercise judgement and/or contribute critical knowledge and skills where procedures are not clearly defined;
- exercise responsibility for various functions within a work area;
- perform duties of a specialised nature requiring the development of expertise over time or previous knowledge;
- identification of specific or desired performance outcomes;
- contribute to interpretation and administration of matters for which there are no clearly established procedures;
- where the prime responsibility lies in a professional field, employees:
  - discuss techniques, procedures and/or results with clients on straight forward matters;
  - lead a team within a discipline related project.

### **Additional responsibilities specific to Administrative employees:**

- provide administrative support of a complex nature to more senior employees;
- undertake a wide range of activities associated with program, activity or service delivery;
- undertake computer operations requiring technical expertise and experience and may exercise initiative and judgement in the application of established procedures and practices;

- apply computer programming knowledge and skills in systems development, maintenance and implementation.

**Additional responsibilities specific to Community and Environmental Services employees:**

- exercise responsibility for various functions within a work area including compliance with regulations, codes and procedures;
- ensure plans, permits, applications etc comply with the various relevant Acts, codes, regulations and standards;
- undertake site inspections and determine compliance with appropriate legislation, regulations and codes;
- provide assistance on building or health applications including liaison with clients;
- where the prime responsibility lies in a professional field, employees would undertake at least some of the following:
  - liaise with other professionals at a technical level;
  - provide a reference, research and/or technical information service, including the facility to understand and develop technologically based systems;
  - carry out a variety of activities in the field of library services requiring initiative and judgement in the selection and application of established principles, techniques and methods;
  - perform a range of planning functions exercising knowledge of statutory and legal requirements;
  - provide advice on development applications for land division etc and general planning procedures and requirements;
  - assist more senior employees with the planning and coordination of a community program of a complex nature.

**Additional responsibilities specific to Technical employees:**

- where the prime responsibility is to supervise the work of outside employees, employees at this level:
  - exercise responsibility for work groups including the completion of work assignments, standards of work quality and/or compliance with regulations, codes and specifications;
  - assist more senior employees with the establishment of work programs of a complex nature;
  - responsible for a part of the works program budget.
- where the prime responsibility lies in a technical field, employees at this level:
  - undertake projects which impact on the sections and/or department's programs;
  - carry out a variety of activities in the field of technical operation requiring initiative and judgement in the selection and application of established principles, techniques and methods.

**Organisational relationships**

- Works under general direction.
- Supervises subordinate employees or works in a specialised field.

**Extent of authority**

- Required to set outcomes within defined constraints.
- Provides specialist, technical or professional advice.
- Freedom to act governed by clear objectives and/or budget constraints.
- Solutions to problems generally found in precedents, guidelines or instructions. Assistance is usually available.

## **Level 5**

### **Characteristics**

Employees are subject to general direction from more senior employees. Employees undertake a range of functions requiring the application of a high level of knowledge and skills to achieve results in line with departmental and/or Council goals.

Employees adhere to established work practices. However, they may be required to exercise initiative and judgement where practices and direction are not clearly defined.

General features at this level indicate the involvement in establishing sectional/departmental programs and procedures. Positions will include a range of work functions and may involve the supervision of a section or, in the case of small Councils, a department. Work may span more than one discipline. Employees may be required to assist in the preparation of, or prepare, the departmental budget. Employees will be required to provide expert advice to lower classified employees.

Positions at this level demand the application of knowledge which is gained through qualifications and/or previous experience in the discipline. Employees will be required to set priorities and monitor workflows in their area of responsibility, which may include establishing work programs in small Councils.

Employees are required to set project priorities, plan and organise their own work and that of subordinate employees and establish the most appropriate operational methods for the section/department. In addition, interpersonal skills are required to gain the co-operation of clients and employees. Employees responsible for projects and/or functions will be required to establish outcomes to achieve departmental/Council goals. Specialists may be required to provide multi-disciplinary advice.

### **Appointment and progression**

Graduates will progress to the first incremental step of this level on the completion of two years' service at level 4 and will progress to the next incremental step after a further year of service.

### **Additional provisions specific to Technical employees:**

- employees employed with technical qualifications shall progress to this level once they have completed 12 months' satisfactory service at the top wage level in level 4.

### **Requirements**

Skills, knowledge, experience, qualifications and/or training (some or all of the following are needed to perform work at this level):

- knowledge of departmental programs, policies and activities;
- sound discipline knowledge gained through experience;

- knowledge of the role of Council's structure and service;
- relevant Degree with relevant experience;

OR Associate Diploma with substantial experience;

OR less formal qualifications with specialised skills sufficient to perform the duties required at this level;

OR attained through previous appointments, service and/or study an equivalent level of experience and expertise to undertake the range of activities required at this level.

**Additional requirements specific to Community and Environmental Services and Technical employees:**

OR qualifications in more than one discipline.

**Responsibilities**

To contribute to the operational objectives of the work area, a position at this level may include some of the following inputs or those of a similar value:

- responsible for a range of functions within the section and/or department requiring a high level of knowledge and skills;
- undertake responsibility for a moderately complex project;
- undertake a minor phase of a broader or more complex professional assignment;
- assist with the preparation of, or prepare, departmental or section budgets;
- set priorities and monitor workflow in areas of responsibility;
- provide expert advice to lower classified employees;
- exercise judgement and initiative where procedures not clearly defined;
- where the prime responsibility lies in a professional field, employees at this level would:
  - under general direction, undertake tasks of a specialised and/or detailed nature;
  - exercise professional judgement within prescribed areas;
  - provide reports on progress of project activities, including recommendations.

**Additional responsibilities specific to Administrative employees:**

- understand all areas of computer operation to enable the provision of advice and assistance when non-standard procedures/processes are required;
- undertake analysis/design for the development and maintenance of projects and/or undertake programing in specialist areas. May exercise responsibility for a specialised area of Council's computing operation;
- undertake publicity assignments within the framework of Council's publicity and promotions program. Such assignments would be of limited scope and complexity but would involve the coordination of facets of the total program including media liaison, design and layout of publications/displays and editing.



**Additional responsibilities specific to Community and Environmental Services employees:**

- undertake duties in the disciplines of building and health utilising knowledge of procedures and statutory requirements relevant to the work areas;
- operate as a specialist employee in the relevant discipline where decisions made and taken rest with the employee with no reference to a more senior employee;
- where the prime responsibility lies in a professional field, employees at this level would undertake at least some of the following:
  - carry out planning studies for particular projects including aspects of design, formulation of policy, implementation procedures and presentation;
  - exercise a high level of interpersonal skills in dealing with the public and other organisations;
  - plan, develop and operate a community service program of a moderately complex nature.

**Additional responsibilities specific to Technical employees:**

- where prime responsibility is to supervise outside employees, employees at this level:
  - exercise operational responsibility for works programs;
  - exercise judgement and initiative where procedures not clearly defined;
  - establish work programs in small Councils.
- where prime responsibility lies in a technical field:
  - lead teams on moderately complex technical projects;
  - exercise significant initiative and judgement in the selection and application of established principles, techniques;
  - supervise the work of other employees;
  - provide reports to management and/or recommendations on technical suitability of equipment procedures, processes and results.

**Organisational relationships**

- Works under general direction.
- Supervises other employees.

**Extent of authority**

- Exercise a degree of autonomy.
- Control projects and/or programs.
- Set outcomes for subordinates.
- Establish priorities and monitor workflow in areas of responsibility.
- Solutions to problems can generally be found in documented techniques, precedents, guidelines or instructions. Assistance is available when required.

## **Level 6**

### **Characteristics**

Employees operate under limited direction from more senior employees and undertake a range of functions for which operational policies, practices and guidelines may need to be developed. General features at this level allow employees the scope to influence the operational activities of the section, department and/or Council. Employees will be expected to contribute to the management of the section/department, assist in the preparation of, or prepare, budgets, establish procedures, work practices etc. Employees at this level will be required to provide expert advice to lower classified employees.

Positions at this level will require responsibility for decision making in their particular work area and the provision of expert advice. Employees will be required to provide consultation and assistance relevant to the work section and/or department. Employees will be required to set outcomes for the work area for which they are responsible so as to achieve the objectives of the department and/or Council. Employees may exercise managerial responsibility for a work area, work independently as specialists or may be a senior member of a single discipline project team or provide specialist support to a range of programs/activities.

Positions at this level may be identified by the impact of activities undertaken or achievement of stated outcomes/objectives for the work area. Managing time is essential so outcomes can be achieved. A high level of interpersonal skills is required to resolve organisational issues, negotiate contracts, develop and motivate subordinate employees, and understand and implement effective human resource management practices.

### **Requirements**

Skills, knowledge, experience, qualifications and/or training (some or all of the following are needed to perform work at this level):

- discipline/specialist skills and/or supervision/management abilities exercised within a multi-disciplinary, or in a major single function, operation;
- discipline knowledge gained through experience, training or education;
- appreciation of the long term goals of the organisation;
- detailed knowledge of program activities and work practices relevant to the work area;
- knowledge of organisation structures or functions;
- comprehensive knowledge of Council policies relevant to the section/department;
- comprehensive knowledge of statutory requirements relevant to the discipline;
- Degree with substantial experience;

OR Associate Diploma with substantial experience;

OR lesser formal qualifications with a combination of experience, expertise and competence sufficient to perform the duties required at this level.

### **Responsibilities**

To contribute to the operational objectives of the work area, a position at this level may include some of the following inputs or those of a similar value:

- undertake significant projects and/or functions involving the use of analytical skills;
- provide advice on matters of complexity within the work area and/or discipline;
- undertake a range of duties within the work area, including problem definition, planning and the exercise of judgement;
- provide advice on policy matters and contribute to their development;
- negotiate on matters of significance within the section and/or department, with other bodies and/or members of the public;
- control and coordinate a work area within budgetary constraints;
- exercise a degree of autonomy, within budgetary constraints, in establishing the operation of the work area;
- undertake duties which involve more than one discipline;
- provide a consultancy service for a range of activities;
- where prime responsibility is in a professional field, employees at this level:
  - provide support to a range of activities or programs;
  - control and coordinate projects;
  - contribute to the development of new procedures and methodology;
  - provide expert/specialist advice/assistance relevant to the discipline;
  - supervise/manage the operation of a discrete element which is part of a larger office;
  - supervise on occasions other professional employees within the discipline;
  - provide consultancy services for a range of activities.

**Additional responsibilities specific to Technical employees:**

- where prime responsibility is to supervise outside staff, employees at this level:
  - control and coordinate the works program within budgetary constraints;
  - supervise a large outside workforce and/or contractors;
  - exercise a degree of autonomy, within budgetary constraints, in establishing works programs.
- where the prime responsibility is in a technical field, employees at this level:
  - contribute to the development of new techniques and methodology.

**Organisational relationships**

- Works under limited direction.
- Supervision of employees.

**Extent of authority**

- May manage a work area.
- Exercises a degree of autonomy (advice available on complex or unusual matters).

- Manages significant projects and/or functions.

## **Level 7**

### **Characteristics**

Employees operate under limited direction and exercise managerial responsibility for various functions within the department and/or Council or operate as a specialist, a member of a specialised professional team or independently. General features at this level require the employee's involvement in establishing operational procedures which impact on activities undertaken and outcomes achieved by Council and/or activities undertaken by sections of the community served by the Council. Employees will also be required to monitor policies and activities within the work area.

Employees are involved in the formation/establishment of programs, the procedures and work practices within the department and will be required to provide assistance to other employees, sections and/or departments. Positions at this level require the taking of responsibility for decision making and the provision of expert advice to other areas of Council. Employees at this level would be expected to undertake the control and coordination of a section, department and/or significant work area. Employees require a good understanding of the long term goals of Council.

Employees may be identified by the level of responsibility for decision making, the exercise of judgement and delegated authority and the provision of expert advice. The management of staff is normally a feature at this level and employees are responsible for a significant work area. Employees are required to set outcomes in relation to their section and/or function and may be required to negotiate matters on behalf of the work area.

### **Appointment and progression**

Graduates required to perform duties relevant to their tertiary qualification shall progress to this level once they have completed three years' satisfactory service at level 6 and undertake work related to the responsibilities under this level.

### **Requirements**

Skills, knowledge, experience, qualifications and/or training (some or all of the following are needed to perform work at this level):

- comprehensive knowledge of Council's policies and procedures.
- application of a high level of discipline knowledge.
- qualifications are generally beyond those normally acquired through tertiary education alone, typically acquired through completion of higher education qualifications to Degree level and extensive relevant experience.

OR less formal qualifications with acquisition of considerable skills and extensive relevant experience to an equivalent standard;

OR a combination of experience, expertise and competence sufficient to perform the duties required at this level.

### **Responsibilities**

To contribute to the operational objectives of the work area, a position at this level may include some of the following inputs or those of a similar value:

- undertake managerial or specialised functions under a wide range of conditions to achieve results in line with divisional/corporate goals;
- exercise managerial control, involving the planning, direction, control and evaluation of operations which include providing analysis and interpretation for either a major single discipline or multi-discipline operation;
- develop work practices and procedures for various projects;
- establish work area outcomes;
- prepare budget submissions for senior officers and/or Council;
- develop and implement significant operational procedures;
- review operations to determine their effectiveness;
- develop appropriate methodology and apply proven techniques in providing specialised services;
- where prime responsibility lies in a professional field, employees at this level:
  - control and coordinate projects within an organisation in accordance with corporate goals;
  - provide advice on policy matters and contribute to their development;
  - provide a consultancy service to a wide range of clients;
  - may engage in complex professional problem-solving.

**Additional responsibilities specific to Technical employees:**

- where prime responsibility is to supervise outside staff, employees at this level:
  - develop and implement significant works programs.
- where prime responsibility is in a technical field, employees at this level:
  - develop appropriate methodology and apply proven techniques in providing specialised technical services;
  - exercise significant levels of initiative in the accomplishment of technical objectives.

**Organisational relationships**

- Works under limited direction.
- Normally supervises other employees and establishes and monitors work outcomes.

**Extent of authority**

- Manages a work area of Council.
- Has significant delegated authority. Selection of methods and techniques are based on sound judgement (guidance is not always readily available within the organisation).
- Decisions and actions taken at this level may have a significant effect on programs/projects/work areas being managed.

## **Level 8**

### **Characteristics**

Employees are subject to broad direction from senior employees and exercise managerial responsibility for a department/Council's relevant activity. Employees may operate as a senior specialist providing multi-functional advice to either various departments or directly to Council. General features of this level require the employee's involvement in the initiation and formulation of extensive projects/programs which impact on Council's goals and objectives. Employees are involved in the identification of current and future options and the development of strategies to achieve desired outcomes.

Additional features include: providing financial, specialised technical, professional and/or administrative advice on policy matters within the department and/or Council. Employees will be required to develop and implement techniques, work practices and procedures in all facets of the work area to achieve corporate goals.

Employees require a high level of proficiency in the application of theoretical or scientific approaches in the search of optimal solutions to new problems and opportunities which may be outside of the original field of specialisation.

Employees at this level will be required to take responsibility for decision making within the constraints of divisional/corporate policy and require the employee to provide advice and support to other areas of Council. Employees will have significant impact upon Council's policies and programs and will be required to provide initiative, and have the ability to formulate, implement, monitor and evaluate projects and/or programs. Positions may be identified by the significant independence of action within the constraints of departmental or corporate policy.

### **Requirements**

Skills, knowledge, experience, qualifications and/or training (some or all of the following are needed to perform work at this level):

- detailed knowledge of Council's policies, programs, procedures and practices;
- high level of discipline knowledge;
- detailed knowledge of statutory requirements;
- qualifications are generally beyond those normally acquired through a Degree course and experience in the field of specialist expertise. (Could be acquired through further qualifications in the field of expertise or in management.)

OR lesser formal qualifications together with the acquisition of considerable skills and extensive and diverse experience relative to an equivalent standard;

OR a combination of experience, expertise and competence sufficient to perform the duties of the position.

### **Responsibilities**

To contribute to the operational objectives of the work area, a position at this level may include some of the following inputs or those of a similar value:

- undertake work of significant scope and/or complexity, major portions of which require initiative;

- undertake duties of an innovative, novel and/or critical nature with little or no professional direction;
- undertake functions across a range of administrative, specialist or operational areas which include specific programs/activities, management of service delivery and the provision of high level advice;
- provide specialist advice on policy matters and contribute to the development/review of policies;
- manage extensive projects/programs in accordance with departmental/corporate goals. This may require the development, implementation and evaluation of those goals;
- where the prime responsibility is in a professional field, employees at this level:
  - contribute to the development of operational policy;
  - assess and review the standards and work of other professional personnel/external consultants;
  - initiate and formulate departmental/Council programs;
  - implement Council objectives within corporate goals;
  - develop and recommend ongoing plans and programs for department/Council;
  - provide specialist advice;
  - ensure the outcome of work of significant scope and/or complexity.

**Additional responsibilities specific to Technical employees:**

- where prime responsibility is in the supervision of outside employees, employees at this level:
  - conduct technical support programs and sub-programs within the framework of Council's operating program;
  - offer consultancy service;
  - provide on-going evaluation and development/revision of methodology/techniques and/or the application of a high level of analytical skills in the attainment and satisfying of technical objectives.

**Organisational relationships**

- Works under broad direction.
- Manages a department/section or operates as a senior specialist.

**Extent of authority**

- Manages a work area of Council at a higher level of ability.
- Authority to implement and initiate change in area of responsibility within organisational goals and constraints.
- Exercises control of organisational elements, accountable for the quality, effectiveness, cost and timeliness of programs/projects under their control.
- Solutions to problems require an analytical approach and elements of development and creativity within the scope of divisional/corporate policies.
- Methods, procedures and processes are less well defined and employees are expected to contribute to their development and adaptation.

## **Senior Officers**

### **Director of engineering services**

The Director of engineering services is an employee who holds a Local Government Engineer's Certificate and is appointed as such by a Council. The Director of engineering services is totally responsible for Council's construction and maintenance works programs including roads, water, sewerage, parks etc. The Director will be the principal decision maker and may act independently, subject only to Council policy and the overriding administrative review of the Chief executive officer, and is held finally accountable for the performance of the functions or programs under their control/direction. The Director shall be responsible for planning and directing professional, scientific, administrative and technical services and other specialised programs requiring extensive professional and managerial experience.

### **Deputy chief executive officer**

The Deputy chief executive officer is an employee appointed as such by a Council who is required to deputise for the Chief executive officer. Such officer is the principal decision maker and manager of a department comprising a number of major functions and/or programs which occupy a significant proportion of Council resources and/or policy attention and may act independently, subject only to Council policy and the overriding administrative and/or technical review of the Chief executive officer. The Deputy chief executive officer is held finally accountable for the performance of the functions and/or programs under their control/direction. The Deputy chief executive officer shall have wide latitude in exercising independent judgement and shall be required to perform work of very significant difficulty and accountability.

### **Deputy director of engineering services**

The Deputy director of engineering services is an employee who holds a Local Government Engineer's Certificate and is appointed as such by a Council. Such employee is required to deputise for the Director of engineering services and is also the principal decision maker and manager of a department or departments comprising a number of major functions and/or programs which occupy a significant proportion of Council resources and/or policy attention. The Deputy director of engineering services may act independently, subject only to Council policy and the overriding administrative and/or technical review of the Chief executive officer and/or Director of engineering services, and is held finally accountable for the performance of the functions and/or programs under their control/direction. They shall have wide latitude in exercising independent judgement and shall be required to perform work of very significant difficulty and accountability.

### **Qualified accountant**

A Qualified accountant is an officer who holds the Local Government Clerk's Certificate or academic qualifications acceptable for admission to the Australian Society of Certified Practising Accountants and/or the Chartered Institute of Accountants who is appointed as such by a Council and is required to oversee the entire financial management of the local authority concerned. Such employee would be the principal decision maker and manager of a department comprising a number of major functions and/or programs which occupy a significant proportion of Council resources and/or policy attention. The Qualified accountant may act independently, subject only to Council policy and the overriding administrative and/or technical review of the Chief executive officer, and is held finally accountable for the performance of the functions and/or programs under their control/direction. They shall have wide latitude in exercising independent judgement and shall be required to perform work of very significant difficulty and accountability.

### **Department head**

A Department head is an employee appointed as such by a Council who is the principal decision maker and manager of a department comprising a major function or program which occupies a significant



proportion of Council resources and/or policy attention. A Department head may act independently, subject only to Council policy and the overriding administrative review of the Chief executive officer, and is held finally accountable for the performance of the functions and/or programs under their control/direction.

## Division 2 - Section 1 - Schedule 2 (Locality Allowances)

### (a) Entitlement

An employee referred to in clause 13.2 of this Section appointed to work at a centre listed in the Table at clause (g) shall be paid:

- (i) the full rate of locality allowance for the centre if the employee satisfies the chief executive that he or she has a dependent spouse, dependent de facto spouse or dependent child; or
- (ii) one-half the full rate of locality allowance for the centre if the employee does not have a dependent spouse, dependent de facto spouse or dependent child.

### (b) Dependants

The chief executive of an employer shall be responsible for establishing the criteria to determine whether an employee is eligible for the full rate of locality allowance. As a guide, a person in receipt of remuneration less than the Queensland Minimum Wage set by the Commission through State Wage Case decisions from time to time could be regarded as a dependant.

- (c) An employee referred to in clause 13.2 of this Section who lives with their spouse or de facto spouse who is also eligible to receive a locality allowance under this Section shall be entitled to one-half of the rate for the relevant centre as stated in the Table at clause (g) irrespective of whether such employee has a dependant.

### (d) Changed circumstances

An employee in receipt of the full or one-half of the locality allowance prescribed in the Table at clause (g) shall notify the chief executive immediately of any changes in the employee's circumstances that would affect the amount of locality allowance payable.

### (e) Qualifications

Locality allowance is payable during periods of annual, sick, long service leave, or any other leave on full pay but is not payable to an employee absent without pay.

- (f) The locality allowances contained in the Table at clause (g) have been inserted at the Direction of the Minister for Industrial Relations pursuant to an Award Modernisation Request, dated 6 June 2016, under section 140C of the Act and shall not be adjusted in accordance with future State Wage Case Decisions of this Commission, or by reference to any other adjustment criteria contained in this Award.

### (g) Table:

CENTRE	FULL RATE/ FORTNIGHT	CENTRE	FULL RATE/ FORTNIGHT	CENTRE	FULL RATE/ FORTNIGHT
Abercorn	39.90	Bambaroo	63.60	Bluff	63.40
Abergowrie	80.70	Banana	71.10	Bogantungan	84.40
Adavale	161.80	Bancroft	36.80	Bohlevale	45.70
Agnes Water	29.70	Barakula	54.10	Bollon	101.70
Airdmillan	65.90	Baralaba	81.60	Boogan	74.60
Airlie Beach	67.90	Barambah Fld St Cen	37.60	Boondooma	44.20

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<b>CENTRE</b>	<b>FULL RATE/ FORTNIGHT</b>	<b>CENTRE</b>	<b>FULL RATE/ FORTNIGHT</b>	<b>CENTRE</b>	<b>FULL RATE/ FORTNIGHT</b>
Airville	67.40	Barcaldine	109.70	Boondooma Dam	42.20
Alexandra Bay	97.70	Bartle Frere	67.00	Boree	136.20
Alligator Creek	34.50	Batavia Downs	226.50	Bororen	31.20
Almaden	90.30	Bauhinia	84.90	Bouldercombe	30.10
Aloomba	57.00	Beardmore	81.10	Boulia	196.10
Alpha	102.60	Beardmore Dam	78.80	Bowen	43.40
Ambrose	31.90	Bedourie	276.10	Boyne Island	27.50
Amby	62.90	Begonia	93.70	Boynedale	30.10
Amiens	29.70	Bell	21.80	Boynewood	42.30
Anakie	72.00	Bellenden Ker	61.80	Bracewell	28.80
Andergrove	29.00	Bemerside	73.70	Brandon	62.60
Applethorpe	26.30	Benaraby	27.50	Brigalow	49.30
Aramac	125.30	Benarkin	23.90	Brigalow Res Stn	93.50
Arcadia Valley	80.00	Benlidi	119.10	Brightley	36.00
Atherton	69.00	Berajondo	20.70	Broadwater	26.90
Auburn River	64.10	Biboohra	65.10	Bubialo	54.50
Augathella	101.90	Biloela	48.20	Bucasia	30.70
Aurukun	326.80	Binbee	55.80	Builyan	39.20
Awoonga Dam	25.30	Binjour Plateau	31.30	Bullock Creek	114.90
Ayr	64.30	Birdsville	294.10	Bunerba	42.30
Babinda	63.80	Bjelke-Petersen Dam	34.40	Bungalien	145.90
Badu Island	334.00	Blackall	102.50	Bungunya	63.70
Bajool	33.00	Blackbutt	25.50	Burdekin Falls Dam	122.20
Balfe's Creek	85.30	Blackwater	67.60	Burketown	227.10
Ballandean	30.20	Bloomfield River	199.40	Burra Burri	33.90
Ballon	58.40	Bloomsbury	49.40	Butcher's Creek	69.60
Bamaga	312.30	Bluewater	50.00	Byfield	43.70
Bymount East	57.40	Coen	254.40	Dow's Creek	40.30
Cadarga	66.30	Collinsville	63.60	Drillham	60.70
Cairns	50.70	Columboola	52.10	Drummond	89.70
Calen	41.10	Comet	70.70	Duaringa	53.50
Callemondah	27.50	Condamine	59.40	Duchess	140.90
Callide	50.80	Coningsby	30.70	Dulacca	67.50
Calliope	27.50	Cooktown	182.10	Dululu	41.00
Cameron Downs	146.60	Coolabunia	21.80	Dundula	29.70
Camooweal	169.10	Cooladdi	103.20	Dunkeld	64.90
Cania Dam	39.90	Coolmunda Dam	33.20	Dunmore	25.00

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CENTRE	FULL RATE/ FORTNIGHT	CENTRE	FULL RATE/ FORTNIGHT	CENTRE	FULL RATE/ FORTNIGHT
Cannonvale	61.30	Coongoola	121.60	Dunwich	66.20
Capella	73.30	Cooranga North	26.40	Durong South	39.50
Caravonica	50.70	Coowonga	32.60	Dysart	75.60
Cardstone	103.90	Cooyar	22.40	Edmonton	53.20
Cardwell	83.70	Coppabella	63.20	Eidsvold	48.30
Carmila	53.10	Cordelia	74.20	Eimeo Road	31.00
Carstairs	66.90	Corfield	163.10	Einasleigh	143.80
Cawarral	34.10	Cottonvale	26.30	El Arish	80.70
Cecil Plains	23.30	Cracow	90.60	Elgin Vale	35.90
Charleville	82.00	Crawford	20.70	Emerald	63.10
Charters Towers	69.90	Croydon	258.00	Emmet	141.70
Cheepie	114.50	Cunnamulla	109.70	Emu Park	35.50
Chelona	31.20	Daintree	77.40	Eromanga	163.30
Cherbourg	44.60	Dajarra	159.80	Eton	34.80
Chillagoe	98.30	Dalberg	88.30	Eulo	125.60
Chinchilla	45.80	Dalby	13.30	Eungella	48.90
Chorregon	144.70	Dalma	35.00	Evesham	127.00
Clare	72.40	Dalveen	19.90	Fairbairn Dam	66.30
Clarke Creek	67.20	Darnley Island	334.00	Farleigh	30.00
Clermont	96.50	Darr	114.00	Farnborough	36.10
Clinton	27.50	Dauan Island	334.00	Feluga	96.80
Cloncurry	115.20	Depot Hill	26.60	Fernlees	70.50
Cloyna	36.40	Dimbulah	74.70	Finch Hatton	44.30
Cobarra	48.70	Dingo	57.40	Flaggy Rock Creek	54.70
Cockatoo	113.60	Dirranbandi	97.90	Flying Fish Point	72.80
Coconut Island	334.00	Doomadgee	250.00	Foleyvale	67.10
Foresthorne	72.40	Hamilton Island	73.50	Kabra	29.00
Forrest Beach	75.70	Hampden	35.00	Kadara	56.50
Forsayth	160.70	Hannaford	47.50	Kaimkillenbun	18.60
Fossilbrook Creek	119.90	Haughton Valley	61.30	Kairi	69.80
Fraser Island	48.20	Hawkin's Creek	74.20	Kajabbi	143.70
Freshwater	51.40	Hay Point	38.00	Kalamia	66.10
Gallangowan	38.40	Hayman Island	61.50	Kalapa	32.40
Gargett	41.10	Hebel	114.30	Kalpowar	41.10
Gayndah	26.50	Helen's Hill	67.40	Kamerunga	52.70
Georgetown	148.90	Herberton	73.80	Karumba	263.10
Gilliat	150.50	Home Hill	67.40	Kennedy	87.00
Gindie	66.90	Homebush	33.20	Keppel Sands	33.20
Girringah	70.90	Homestead	93.00	Kilcummin	109.60

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<b>CENTRE</b>	<b>FULL RATE/ FORTNIGHT</b>	<b>CENTRE</b>	<b>FULL RATE/ FORTNIGHT</b>	<b>CENTRE</b>	<b>FULL RATE/ FORTNIGHT</b>
Giru	53.80	Hope Vale	192.60	Kinchant Dam	37.80
Gladstone	27.50	Hopeland	49.10	Kindon	36.50
Glen Aplin	28.20	Hughenden	131.40	Kingaroy	20.50
Glenden	89.80	Hungerford	186.00	Kioma	64.20
Glenella	29.00	Hythe	88.30	Koah	62.50
Glenlyon Dam	48.30	Ilfracombe	113.60	Kogan	24.90
Glenmorgan	55.30	Ingham	70.60	Kolijo	40.80
Gogango	39.90	Inglewood	38.00	Koorboora	90.30
Golembil	41.90	Injune	62.90	Koumala	42.30
Goondi	70.80	Inkerman	71.40	Kowanyama	326.80
Goondiwindi	47.00	Innisfail	71.60	Kumbia	26.30
Goonyella	60.30	Irvinebank	80.60	Kunwarara	41.40
Goovigen	57.30	Isisford	134.90	Kuranda	56.20
Gordonvale	55.50	Iveragh	28.40	Kuttabul	35.80
Gracemere	27.50	Jambin	54.50	Kynuna	162.70
Greenlands	29.70	Jandowae	24.50	Lakeland	201.50
Greenvale	119.10	Jarvisfield	66.40	Lakes Creek	26.60
Greycliffe	54.30	Jericho	115.90	Laura	217.60
Grosmont	79.80	Jilalan	37.80	Lawn Hill	216.70
Guluguba	68.00	Jimbour	18.80	Lockhart River	312.30
Gumlu	58.50	Jimna	20.90	Long Pocket	76.40
Guthalungra	54.30	Julatten	75.50	Longford Creek	50.50
Halifax	75.40	Julia Creek	144.70	Longreach	108.00
Hambledon	52.90	Jundah	188.30	Lorraine	187.00
Lower Tully	95.10	Miles	55.60	Mount Perry	25.50
Lowmead	20.70	Millaa Millaa	80.10	Mount Surprise	125.70
Lucinda Point	77.70	Millaroo	80.20	Moura	67.50
Lundavra	66.20	Milman	32.10	Mourilyan	73.30
Mabuiag Island	334.00	Mingela	63.10	Mt Isa	86.80
Machan's Beach	51.90	Mirani	37.30	Muckadilla	52.30
Mackay	29.00	Miriam Vale	36.50	Mulgildie	34.80
Mackenzie River	78.00	Miriwinni	65.50	Mundoo	72.80
Macknade	74.70	Mission Beach	101.10	Mundubbera	41.10
Macleay Island	42.20	Mistake Creek	110.30	Mungallala	72.50
Magnetic Island	73.50	Mitchell	66.30	Mungindi	103.20
Maida Vale	65.90	Moa Island	334.00	Mungungo	35.10
Major's Creek	53.80	Moffatdale	33.90	Murgon	30.80
Makowata	20.70	Mondure	32.80	Murray Island	334.00

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CENTRE	FULL RATE/ FORTNIGHT	CENTRE	FULL RATE/ FORTNIGHT	CENTRE	FULL RATE/ FORTNIGHT
Malanda	74.00	Monogorilby	57.20	Murray River Upper	91.30
Malbon	127.60	Monto	32.50	Mutarnee	59.80
Malu Kiwai Island	334.00	Mookarra	46.70	Mutchilba	72.10
Mangalore	92.30	Moonie	39.90	Muttaborra	135.40
Many Peaks	38.30	Moranbah	56.90	Nagoorin	33.90
Marathon	148.10	Morella	122.70	Nanango	25.30
Mareeba	63.50	Moresby	74.90	Nankin	28.40
Marian	34.80	Moreton	232.80	Narpi	37.30
Marlborough	52.10	Mornington Island	334.00	Nebo	50.90
Marmadua	41.20	Morven	103.20	Nelia	155.60
Marmor	34.60	Moselle	152.90	Nerimbera	27.70
Maxwelton	170.00	Mossman	68.30	Nonda	175.10
McKinlay	145.20	Mount Chalmers	32.80	Normanton	245.70
McDonnells Creek	59.20	Mount Charlton	44.10	Oakenden	35.30
Meandarra	50.30	Mount Fox	82.70	Oaky Creek Mine Site	85.20
Memerambi	22.30	Mount Garnet	94.10	Ogmore	59.40
Mena Creek	76.40	Mount Larcom	30.60	Olio	158.80
Merinda	44.40	Mount Molloy	72.30	Oorindi	130.00
Miallo	70.60	Mount Morgan	33.90	Orion	88.10
Middlemount	91.00	Mount Murchison	49.50	Osborne	69.10
Midgee	29.00	Mount Ossa	38.80	Paget	29.00
Palm Island	103.70	Rockhampton	26.60	Sunday Creek Fld St Cen	21.20
Palmerston East	77.90	Rocky Crossing	78.50	Surat	60.50
Paluma	62.30	Rocky Point	71.60	Swans Lagoon	82.70
Parkhurst	27.70	Rolleston	103.60	Swayneville	39.00
Passchendaele	29.70	Rollingstone	55.50	Taabinga	20.50
Peak Downs	63.80	Roma	44.30	Talwood	68.70
Peek-a-Doo	71.20	Rosedale	20.70	Tambo	126.70
Pentland	107.20	Rossville	193.40	Tanduringie	34.00
Petford	85.30	Running River	69.10	Tannum Sands	27.50
Philpott Creek	42.00	Russell Island	42.20	Tansey	17.60
Pikara	95.10	Saibai Island	334.00	Tara	34.40
Pindi Pindi	42.60	Sandiford	32.70	Taroborah	66.90
Pine Hill	94.30	Saraji	69.10	Tarong Power Stn	26.80
Pinnacle	41.80	Sarina	36.80	Taroom	102.30
Pioneer	62.60	Scottville	64.60	Teelba	101.20

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CENTRE	FULL RATE/ FORTNIGHT	CENTRE	FULL RATE/ FORTNIGHT	CENTRE	FULL RATE/ FORTNIGHT
Pompuraaw	312.30	Seaforth	38.50	Texas	51.90
Port Douglas	66.30	Sellheim	73.20	Thallon	92.70
Pozieres	29.70	Septimus	44.10	Thangool	50.00
Prairie	137.20	Severnlea	26.90	Thargomindah	188.20
Pring	44.70	Silkwood	74.80	The Caves	30.60
Proserpine	58.80	Slade Point	29.70	The Gums	41.20
Prospect Creek	49.50	Smithfield	52.70	The Monument	174.20
Proston	37.10	Sommariva	90.10	The Summit	26.30
Pymurra	120.10	South Johnstone	74.40	Theodore	74.80
Queerah	52.40	Southedge	73.80	Thulimbah	26.30
Quilpie	108.50	Springsure	76.90	Thursday Island	271.30
Raglan	37.50	St Agnes	18.90	Tieri	82.70
Rannes	82.40	St George	74.80	Tinaroo Falls Dam	71.90
Ravenshoe	82.40	St Lawrence	67.80	Tingoora	25.00
Ravenswood	90.60	Stamford	145.80	Tolga	68.50
Redlynch	52.20	Stanthorpe	26.30	Toobanna	68.90
Reid River	56.30	Stanwell	30.80	Toobeah	57.60
Richmond	159.20	Stephens Island	334.00	Toolooa	27.50
Ridgeland	32.60	Stone	77.40	Toonpan	49.00
Rifle Creek	93.60	Stonehenge	172.00	Toorak	155.00
Ripple Creek	73.20	Stratvill	79.10	Torrens Creek	125.80
Riverleigh	43.00	Stuart	44.90	Townsville	43.40
Trebonne	72.70	Weipa	184.50	Yaamba	33.00
Tresswell	91.00	West Hill	49.60	Yalboroo	44.80
Trinity Beach	54.70	Western Creek	29.50	Yalleroi	115.10
Tulay	80.50	Westmar	56.90	Yam Island	334.00
Tully	94.80	Westwood	36.60	Yamala	67.10
Tumoulin	80.00	Wheatlands	29.80	Yaraka	172.90
Tunnel	50.10	Willows	79.10	Yarrabah	63.50
Ubobo	34.80	Wilmington	49.20	Yarraman	29.20
Upper Barron	72.00	Winderah	38.60	Yarwun	27.50
Valkyrie	74.40	Windorah	197.10	Yelarbon	48.10
Victoria Plantation	72.20	Winfield	19.40	YellowBank Junc	77.60
Walkamin	67.30	Winton	143.50	Yeppoon	34.30
Walkerston	31.00	Withersfield	76.90	Yorke Island	334.00
Wallangarra	34.70	Wondai	27.00	Yorkey's Knob	54.20
Wallumbilla	51.90	Woodstock	51.50	Yukan	39.30
Wandoan	72.30	Woorabinda	110.10	Yuleba	56.10

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<b>CENTRE</b>	<b>FULL RATE/ FORTNIGHT</b>	<b>CENTRE</b>	<b>FULL RATE/ FORTNIGHT</b>	<b>CENTRE</b>	<b>FULL RATE/ FORTNIGHT</b>
Wanko	91.30	Wooroolin	23.50	Yuleba Creek	63.80
Warra	23.30	Wowan	43.90	Yungaburra	72.30
Warraber Island	334.00	Wuruma Dam	45.10	Yuraraba	29.70
Warrigal	117.50	Wyandra	105.70	Yuruga	64.80
Wartburg	27.70	Wycombe	93.70		



## **Division 2 - Section 2 - Delivery of Children's Services and Early Childhood Education (Including Teachers)**

### **PART 1 - Coverage and Operation**

#### **1. Coverage of Section 2 of Division 2**

This Section covers local government employees engaged in the delivery of children's services or early childhood education (including teachers).

#### **2. Operation and transitional arrangements**

See clause 2 of Division 1 - Provisions with common application.

#### **3. Definitions and interpretation**

(a) Definitions with common application are contained in clause 3 of Division 1.

(b) In this Section, unless the context otherwise requires:

**children's services** means child care, outside school hours care or vacation care

**early childhood education** means an educational program as defined in the *Education (Queensland College of Teachers) Regulation 2005* offered in a kindergarten or preschool, or other like establishment (however named), which is not a child care centre as defined in either the *Education and Care Services National Law (Queensland) Act 2011* or the *Education and Care Services Act 2013*

**OSHC** means outside school hours care

**union** means the following industrial organisations of employees in accordance with their callings:

- Queensland Independent Education Union of Employees; or
- United Voice, Industrial Union of Employees, Queensland

**working year**, for teachers delivering an early childhood education program and their assistants, means the period commencing on 1 January and finishing on 31 December of the same year and shall be the basis for the calculation of all service increments and leave entitlements for such employees

#### **4. Coverage of the 2017 QLGIA**

See clause 4 of Division 1 - Provisions with common application.

#### **5. The Queensland Employment Standards and this Award**

See clause 5 of Division 1 - Provisions with common application.

#### **6. Enterprise flexibility and facilitative award provisions**

See clause 6 of Division 1 - Provisions with common application.

## **PART 2 - Dispute Resolution**

### **7. Dispute resolution**

See clause 7 of Division 1 - Provisions with common application.

## **PART 3 - Types of Employment, Consultation and Termination of Employment**

### **8. Types of employment**

- (a) A children's services employee may be employed on a full-time, part-time, casual or term-time (OSHC) basis.
- (b) An early childhood education employee may be employed on a full-time, part-time, casual, replacement or relief basis.
- (c) Every employee shall be advised in writing of their employment category and wage level upon engagement.

#### **8.1 Full-time employment**

##### **8.1.1 Full-time employment - children's services**

A full-time children's services employee is one who is engaged to work an average of 38 ordinary hours per week as prescribed in clause 15.1.1 of this Section.

##### **8.1.2 Full-time employment - early childhood education**

- (a) A full-time early childhood education employee (other than a teacher) is one who is engaged to work an average of 38 ordinary hours per week across the school year.
- (b) A full-time teacher is one who is engaged to work a maximum of 37.5 ordinary hours a week across the school year as prescribed in clause 15.1.2 of this Section.

#### **8.2 Part-time employment**

##### **8.2.1 Part-time employment - children's services**

- (a) A part-time children's services employee is an employee who:
  - (i) is engaged to work for a constant number of hours each week which is less than 38 hours per week; and
  - (ii) receives, on a *pro rata* basis, the same salary and conditions of employment to those of an equivalent full-time employee who performs the same kind of work.
- (b) For each ordinary hour worked a part-time employee shall be paid no less than 1/38th of the minimum weekly rate of pay for their classification, with a minimum payment as for 2 hours' work for each day worked.
- (c) (i) By mutual agreement with their employer, a part-time employee may elect to work additional ordinary hours above their regular hours, up to 10 hours per day. The additional hours so worked are to be taken into account in the *pro rata* calculation of all leave and other entitlements.

- (ii) Any such additional hours worked within the spread of ordinary hours prescribed in clause 15.3 are to be paid for at the ordinary hourly rate.
- (d) All time worked in excess of the agreed hours or outside the spread of ordinary hours prescribed in clause 15.3 shall be paid at the appropriate overtime rate.
- (e)
  - (i) A part-time employee will be required to complete a minimum of 1000 hours of service from the time of their first appointment or their previous increment date before being eligible for their next increment.
  - (ii) Such increment will become payable at the expiration of 1000 hours service or 12 calendar months, whichever event occurs later, and the increment date will be adjusted if necessary.

### **8.2.2 Part-time employment - early childhood education**

- (a) A part-time early childhood education employee is an employee who:
  - (i) is engaged to work for less than the maximum hours prescribed for an equivalent full-time employee; and
  - (ii) receives, on a *pro rata* basis, the same salary and conditions of employment to those of an equivalent full-time employee who performs the same kind of work.
- (b) For each ordinary hour worked a part-time employee shall be paid no less than 1/38<sup>th</sup>, or 1/37.5<sup>th</sup> in the case of a teacher, of the minimum weekly rate of pay for their classification.
- (c)
  - (i) By mutual agreement with their employer, a part-time employee may elect to work additional ordinary hours above their regular hours, up to and including full-time equivalent hours. The additional hours so worked are to be taken into account in the *pro rata* calculation of all leave and other entitlements.
  - (ii) Any such additional hours are to be paid for at the ordinary hourly rate.
- (d) All time worked in excess of the agreed hours or outside the spread of ordinary hours prescribed in clause 15.3 shall be paid at the appropriate overtime rate.
- (e) A part-time teacher shall be required to complete the equivalent of a full working year from the time of the teacher's first appointment or of the teacher's last increment before being eligible for the next increment. A teacher who has completed 1,000 hours of teaching duty shall be regarded as having completed one working year.

## **8.3 Casual employment**

### **8.3.1 Casual employment - children's services**

- (a) A casual children's services employee is one engaged and paid as such for not more than 38 hours in any one week.
- (b) Except where otherwise provided, a casual employee is entitled to receive, on a *pro rata* basis, the same pay and conditions of employment, other than leave entitlements, to those of an equivalent full-time employee who performs the same kind of work.
- (c) For each ordinary hour worked a casual employee shall be paid no less than 1/38<sup>th</sup> of the minimum weekly rate of pay for their classification plus a casual loading of 23%.

- (d) Each casual engagement stands alone with a minimum payment as for 2 hours' work on each occasion.
- (e) Casual employees shall be entitled to receive overtime and public holiday penalty payments in accordance with the terms of this Section.
- (f) The long service leave entitlement of casual employees is prescribed in clause 22.

#### **8.3.2 Casual employment - early childhood education**

- (a) A casual early childhood education employee is one engaged and paid as such for not more than 20 hours in any one week.
- (b) A casual employee is entitled to receive, on a *pro rata* basis, the same pay and conditions of employment, other than leave entitlements, to those of an equivalent full-time employee who performs the same kind of work.
- (c) For each ordinary hour worked a casual employee shall be paid no less than 1/38<sup>th</sup>, or 1/37.5<sup>th</sup> in the case of a teacher, of the minimum weekly rate of pay for their classification plus a casual loading of 23%.
- (d) Each casual engagement stands alone with a minimum payment as for 2 hours' work on each occasion and payment shall be made for preparation and other duties in the ratio of one hour for every 5 hours in charge of children.
- (e) Casual employees shall be entitled to receive overtime and public holiday penalty payments in accordance with the terms of this Section.
- (f) The long service leave entitlement of casual employees is prescribed in clause 22.

#### **8.4 Replacement employee - early childhood education**

- (a) A replacement employee is a person engaged for a specific period of time as notified in a letter of appointment. Such period of time shall be (or is to be) less than a full working year.
- (b) The employer may appoint an employee for a defined fixed term period of employment. The letter of employment shall identify the period of employment and the purpose for which the employee has been employed.
- (c) The appointment shall be on a full time basis in accordance with the salaries and levels prescribed in clause 12.5 of this Section and the employee shall be entitled to *pro rata* payment for annual leave, school vacations and public holidays.

#### **8.5 Relief employee - early childhood education**

- (a) A relief employee is a person who relieves another employee for a specified time for the purpose of carrying out the absent employee's function. Where the engagement is for more than one month a relief employee should be regarded as a replacement in accordance with clause 8.4.
- (b) A relief teacher shall be paid a proportionate hourly rate in accordance with the salaries and levels prescribed in clause 12.5 by dividing the appropriate weekly rate by 37.5 and adding a loading of 23%, with a minimum payment of 2 hours for each engagement.
- (c) A relief employee, other than a teacher, shall be paid a proportionate hourly rate in accordance with the salaries and levels prescribed in clause 12.5 by dividing the appropriate weekly rate by 38, and adding a loading of 23%, with a minimum payment of 2 hours for each engagement.

**9. Termination of employment**

See clause 9 of Division 1 - Provisions with common application.

**10. Redundancy**

See clause 10 of Division 1 - Provisions with common application.

**11. Consultation - Introduction of changes**

See clause 11 of Division 1 - Provisions with common application.

**PART 4 - Minimum Wage and Salary Levels, Allowances and Related Matters**

*(Note: The wage rates and salary levels prescribed in this Award do not apply to employees to whom the provisions of Schedule 2 in Division 1 (Supported Wage System) apply.)*

**12. Classifications and minimum wage and salary levels**

Subject to the provisions of clause 12.2, employees covered by Section 2 of Division 2 are to be classified into an appropriate classification and level in accordance with the classification structure set out in Schedule 1 in this Section with minimum wage and salary levels for employees 21 years of age and above to be as set out in the tables in clauses 12.1 and 12.5, respectively.

**12.1 Employees engaged in the delivery of children's services**

Classification	As from 1 September 2016		As from 28 February 2017	
	Wage Level	Award Rate <sup>1</sup> Per Week \$ <sup>2</sup>	Wage Level	Award Rate <sup>1</sup> Per Week \$ <sup>2</sup>
<b>Assistant children's services worker</b>				
Assistant children's services worker, unqualified, year 1	2A	749.00	2	755.50
Assistant children's services worker, unqualified, year 2	3A	769.50	3	777.50
Assistant children's services worker, unqualified, year 3	4B	796.00	4	796.00
<b>Children's services worker</b>				
Children's services worker, 1 year qualified, year 1	7B	854.00	7	854.00
Children's services worker, 1 year qualified, year 2	8A	866.50	8	876.50
Children's services worker, 1 year qualified, year 3	9A	889.50	9	901.00
<b>Group leader</b>				
Group leader, 1 year qualified, year 1	10B	925.00	10	925.00
Group leader, 1 year qualified, year 2	11A	937.50	11	950.50
Group leader, 1 year qualified, year 3	11B	950.50	11	950.50
Group leader, 2 year qualified, year 1	13B	999.00	13	999.00
Group leader, 2 year qualified, year 2	14A	1,010.50	14	1,024.00
Group leader, 2 year qualified, year 3	15A	1,033.50	15	1,049.00
Group leader, 3 year qualified, year 1	15A	1,033.50	15	1,049.00

Classification	As from 1 September 2016		As from 28 February 2017	
	Wage Level	Award Rate <sup>1</sup> Per Week \$ <sup>2</sup>	Wage Level	Award Rate <sup>1</sup> Per Week \$ <sup>2</sup>
Group leader, 3 year qualified, year 2	15A	1,033.50	15	1,049.00
<b>Assistant coordinator</b>				
Assistant coordinator, qualified, large service year 1	15B	1,049.00	15	1,049.00
Assistant coordinator, qualified, large service year 2	15B	1,049.00	15	1,049.00
<b>Assistant director</b>				
Assistant director, 2 year qualified, year 1	15B	1,049.00	15	1,049.00
Assistant director, 2 year qualified, year 2	15B	1,049.00	15	1,049.00
Assistant director, 2 year qualified, year 3	16A	1,061.50	16	1,070.50
Assistant director, 3 year qualified, year 1	17A	1,078.50	17	1,093.00
Assistant director, 3 year qualified, year 2	17B	1,093.00	17	1,093.00
<b>Coordinator</b>				
Coordinator, unqualified, year 1	15B	1,049.00	15	1,049.00
Coordinator, unqualified, year 2	15B	1,049.00	15	1,049.00
Coordinator, unqualified, year 3	16B	1,070.50	16	1,070.50
Coordinator, qualified, small service, year 1	17B	1,093.00	17	1,093.00
Coordinator, qualified, small service, year 2	18A	1,115.00	18	1,135.00
Coordinator, qualified, large service, year 1	18B	1,135.00	18	1,135.00
Coordinator, qualified, large service, year 2	19A	1,167.50	19	1,187.00
Coordinator, qualified, large service, year 3	19A	1,167.50	19	1,187.00
Coordinator, qualified, large service, year 4	19B	1,187.00	19	1,187.00
<b>Director</b>				
Director, 2 year qualified, year 1	18B	1,135.00	18	1,135.00
Director, 2 year qualified, year 2	19A	1,167.50	19	1,187.00
Director, 2 year qualified, year 3	19A	1,167.50	19	1,187.00
Director, 2 year qualified, year 4	19B	1,187.00	19	1,187.00
Director, minimum 3 year qualified, year 1	19A	1,167.50	19	1,187.00
Director, minimum 3 year qualified, year 2	19B	1,187.00	19	1,187.00
Director, minimum 3 year qualified, year 3	20A	1,223.50	20	1,223.50
Director, minimum 3 year qualified, year 4	20A	1,223.50	20	1,223.50
Director, minimum 3 year qualified, year 5	21A	1,258.50	21	1,258.50

Classification	As from 1 September 2016		As from 28 February 2017	
	Wage Level	Award Rate <sup>1</sup> Per Week \$ <sup>2</sup>	Wage Level	Award Rate <sup>1</sup> Per Week \$ <sup>2</sup>
Director, minimum 3 year qualified, year 6	~	1,266.50	~	1,266.50
Director, minimum 3 year qualified, year 7	~	1,282.00	~	1,282.00
Director, minimum 3 year qualified, year 8	~	1,297.00	~	1,297.00
Director, minimum 3 year qualified, year 9	~	1,308.50	~	1,308.50

Notes:

<sup>1</sup> Includes the arbitrated wage adjustment payable under the 1 September 2016 Declaration of General Ruling.

<sup>2</sup> Rounded to the nearest \$0.50.

**12.2 Junior rates**

- (a) Employees 20 years of age and under may be employed in the positions of Assistant children's services worker and Children's services worker - 1 year qualified, respectively, and paid as follows:

Age of employee	% of relevant minimum adult rate
17 and under 18 years of age	55
18 and under 19 years of age	65
19 and under 20 years of age	75
20 years of age	85

- (b) Junior rates shall be calculated to the nearest \$0.10.

**12.3 Continued progression - children's services**

Directors commencing employment before 1 January 2015 shall be entitled to progress through the relevant wage scales for their classification and shall not have their wage progression limited to the amounts prescribed in clause 12.

**12.4 Mixed functions - children's services**

- (a) Where an employee is approved in accordance with the relevant legislation to perform a higher duty, and when approved and called upon by the employer to perform that higher duty for 4 hours or longer per day, the employee shall be paid the rate of pay attaching to the higher duty for the actual time worked.
- (b) The provisions of clause 12.4(a) do not apply to an Assistant Director who is acting as the Director of a Child Care Centre:
- whilst the Director is temporarily absent; or
  - in cases where there is no Director employed, for a maximum period of six weeks.

**12.5 Employees engaged in the delivery of early childhood education, including teachers**

<b>Classification</b>	<b>Award Rate<sup>1</sup> Per Week from 1 September 2016 \$<sup>2</sup></b>
<b>Kindergarten/preschool assistant</b>	
Kindergarten/preschool assistant, grade 1, year 1	719.00
Kindergarten/preschool assistant, grade 1, year 2	729.00
Kindergarten/preschool assistant, grade 2, year 1	744.00
Kindergarten/preschool assistant, grade 2, year 2	754.00
Kindergarten/preschool assistant, grade 3, year 1	778.00
Kindergarten/preschool assistant, grade 3, year 2	789.00
<b>Exempted teacher</b>	
Exempted teacher, grade 1	778.00
Exempted teacher, grade 2	789.00
Exempted teacher, grade 3	802.00
<b>Teacher</b>	
Teacher, band 1, step 1	862.00
Teacher, band 1, step 2	878.50
Teacher, band 1, step 3	898.00
Teacher, band 1, step 4	919.00
Teacher, band 2, step 1	936.50
Teacher, band 2, step 2	971.00
Teacher, band 2, step 3	1,005.50
Teacher, band 2, step 4	1,041.00
Teacher, band 2, step 5	1,073.00
Teacher, band 3, step 1	1,099.50
Teacher, band 3, step 2	1,129.00
Teacher, band 3, step 3	1,157.00
Teacher, band 3, step 4	1,187.00

Notes:

<sup>1</sup> Includes the arbitrated wage adjustment payable under the 1 September 2016 Declaration of General Ruling.

<sup>2</sup> Rounded to the nearest \$0.50.

**12.6 Progression - teachers - early childhood education**

Teachers (but not exempt teachers) will progress through the band and step structure identified above consistent with the definitions contained in Schedule 1.

**12.7 Children's services and early childhood education - Directors' allowance**

(a) A teacher appointed as a Director under this Award shall be paid the applicable allowance as set out below in addition to their wage level as prescribed above:

- 1 Unit - \$39.95 per week
- 2 Units - \$59.90 per week

(b) Teachers sharing the responsibility of the role of Director shall be entitled to 50% of the appropriate allowance.



- (c) Where a teacher is appointed to relieve the Director or teacher in charge the following additional amounts shall be paid whilst in charge:

- 1 Unit - \$9.95 per day
- 2 Units - \$14.95 per day

### **13. Allowances**

In addition to the allowances prescribed in clause 13 of Division 1 - Provisions with common application, the following provisions apply to employees covered by this Section.

#### **13.1 Broken shift allowance**

An employee, other than a casual employee, required to report to work twice per day shall be paid a broken shift allowance of \$13.51 per day.

#### **13.2 Divisional and District parities**

See clause 13.1 of Division 1 - Provisions with common application.

#### **13.3 Locality allowance - teachers**

Teachers are entitled to be paid a fortnightly locality allowance in accordance with the provisions of Schedule 2 of Division 1 of Section 2 of this Award.

#### **13.4 Telephone reimbursement**

An employee required to make business calls on their private telephone or on a public telephone is to be reimbursed the cost of such call.

#### **13.5 Uniform and laundry allowance**

- (a) Where an employee is required to wear a uniform and/or an apron, such uniform and/or apron shall be supplied, maintained and laundered at the employer's expense and will remain the property of the employer.
- (b) Where, by mutual agreement, an employee launders such items of clothing, the employee shall be paid an additional \$2.08 per week, or one-fifth of that amount per day in the case of a part-time or a casual employee.

#### **13.6 Adjustment of monetary allowances**

- (a) The monetary allowance specified in clause 13.1 (broken shift allowance) shall be automatically adjusted from the same date and in the same manner as monetary allowances are adjusted in any State Wage Case decision or other decision of the Commission adjusting minimum wage rates in this Award.
- (b) At the time of any adjustment to the wage rates in this Award the expense related allowances at clauses 13.5 (uniform and laundry allowance) and 16.1 (overtime meal allowances) shall be automatically adjusted by the relevant adjustment factor. The relevant adjustment factor for this purpose is the percentage movement in the applicable index figure most recently published by the Australian Bureau of Statistics since the allowance was last adjusted.
- (c) The applicable index figure is the index figure published by the Australian Bureau of Statistics for the Eight Capitals Consumer Price Index, as follows:

Allowance

Eight Capitals Consumer Price Index  
(ABS Cat No. 6401.0 - Table 7)

Overtime meal allowance  
(last adjusted 1 September 2016)

Take-away and fast foods sub-group

Uniform and laundry allowance  
(last adjusted 1 September 2014)

Clothing and footwear group

## **14. Superannuation**

See clause 14 of Division 1 - Provisions with common application.

## **PART 5 - Hours of Work and Related Matters**

### **15. Hours of duty**

#### **15.1.1 Ordinary hours of duty - other than teachers**

- (a) The ordinary hours of duty for all employees, other than teachers, covered by this Section, shall be an average of 38 hours per week and 7.6 hours per day, exclusive of meal breaks.
- (b) The ordinary hours in clause 15.1.1(a) are to be worked on one of the following bases as agreed between the employer and the employees concerned:
  - (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.
- (c) An employer and an employee or groups of employees may agree that up to 10 ordinary hours of work may be worked on any day.
- (d) Different methods of working a 38 hour week may apply to individual employees, groups or sections of employees in each location concerned.
- (e)
  - (i) Where the arrangement of ordinary hours of work provides for a rostered day off, the employer and an individual employee and/or the majority of employees concerned may agree to accrue up to a maximum of 10 rostered days off. Consent to accrue rostered days off shall not be unreasonably withheld by either party.
  - (ii) Where such agreement has been reached, the accrued rostered days off shall be taken within 12 calendar months of the date on which each rostered day off was accrued.
- (f) The employer may require an employee to perform peripheral and incidental tasks associated with their employment during school vacation periods, such as enrolments, securing of the premises and other similar tasks.

### **15.1.2 Ordinary hours of duty - teachers**

- (a) The ordinary hours of duty for a teacher shall not exceed 37.5 hours per week, of which not more than 27.5 shall relate to the teaching of an educational program.
- (b) A teacher shall be entitled to a 30 minutes per day paid meal break to be considered as time worked where the employee works for at least 5 hours in that day.
- (c) A part-time teacher employed for less than 27.5 hours per week teaching an educational program shall be entitled to time for preparation and other duties in the ratio of one hour for every 5 hours of teaching.
- (d) A full-time teacher shall be entitled to preparation and other duties in the ratio of one hour for every 5 hours teaching an educational program.

### **15.2 Spread of ordinary hours of duty**

- (a) The spread of ordinary hours of duty for employees covered by this section shall be 0600 to 1900 Monday to Friday.
- (b) The union may agree in writing with an employer that ordinary hours may be worked outside the spread of hours recorded in clause 15.2(a).
- (c) The spread of ordinary hours may be altered as to all or a section or employees if there is agreement between the employer and the employee or the majority of employees concerned.
- (d) If there is agreement to alter the spread of ordinary hours of duty, they may be worked on not more than five consecutive days in a week, Monday to Saturday, inclusive.
- (e) The employer may stagger the ordinary starting and finishing times of various groups of employees or individual employees.
- (f) 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 starting and finishing work including personal clean up will be in the employee's time.

## **16. Meal breaks**

### **16.1 Meal breaks - other than teachers**

- (a) Subject to clause 16(b) an employee employed for at least 6 hours on any day shall be allowed not less than 30 minutes and not more than 60 minutes for an unpaid meal break not later than 5 hours after commencing work.
- (b) In lieu of the foregoing, and by mutual agreement between an employee and the employer, an employee may be allowed a paid crib break of 30 minutes, such period to be counted as time worked, where the employee may be required to supervise children during that crib break.
- (c) If an employee is required to work through their meal period, other than as prescribed in clause 16(b), the time worked will be deemed to be overtime and paid for at the rate of double time until such time as the employee finishes work or is allowed a 30 minute meal break, for which no deduction of pay will be made.
- (d) An employee who is required to continue working for more than 2 hours beyond their normal ceasing time will be provided with an adequate meal by the employer or paid an allowance of \$12.35 in lieu thereof.

- (e) Where an employee has provided their own meal because of receipt of notice to work overtime and such overtime is not worked, they are to be paid \$12.35 for any meal so provided.

## **17. Rest pauses**

- (a) Weekly employees shall receive a rest pause of 10 minutes duration in the first half and the second half of each day worked.
- (b)
  - (i) Casual employees who work a minimum of 4 consecutive ordinary hours, but less than 7.6 consecutive ordinary hours, shall receive a rest pause of 10 minutes duration.
  - (ii) Casual employees who work a minimum of 7.6 consecutive ordinary hours will receive a rest pause of 10 minutes duration in the first half and the second half of the period worked.
- (c) All rest pauses are to be taken in the employer's time.
- (d) Rest pauses will be taken at times to suit the employer and where the employees agree the rest pauses may be combined so that the employee has one rest pause of 20 minutes duration each day.

## **18. Overtime**

### **18.1 Overtime**

- (a) All authorised overtime worked by an employee in excess of their ordinary daily hours of duty or outside their spread of ordinary working hours on a Monday to Friday, inclusive, shall be paid at the rate of time and one-half for the first 3 hours and double time thereafter.
- (b) All authorised overtime worked by an employee on a Saturday or rostered day off shall be paid at the rate of time and one-half for the first 3 hours and double time thereafter with a minimum payment as for 2 hours' work.
- (c) All authorised overtime worked by an employee on a Sunday shall be paid at the rate of double time with a minimum payment as for 2 hours' work.
- (d) All authorised overtime worked by an employee on a public holiday shall be paid at the rate prescribed in clause 23.1.
- (e) The minimum payments provided in clauses 18.1(b) and (c) shall not apply where such overtime is performed immediately preceding or following ordinary hours.
- (f) An employee recalled from home to work overtime, after having left the premises of the employer, shall be paid a minimum payment as for 2 hours' work or the relevant overtime rate.

### **18.2 TOIL**

- (a) In lieu of the provisions in clause 18.1, by mutual agreement with their employer, an employee may elect to take time off in lieu of payment for overtime at a time or times agreed with the employer.
- (b) TOIL will be accrued on a time for time basis.
- (c) If TOIL has not been taken at the time of cessation of the employee's employment it shall be paid out at the relevant overtime rate/s.

## **PART 6 - Leave of Absence and Public Holidays**

### **19. Annual leave**

Annual leave is provided for in Division 3 of the QES. Clauses 19.1 and 19.2 supplement the QES.

#### **19.1 Payment for annual leave - children's services**

A children's services employee proceeding on annual leave is entitled to receive the following payments:

- (a) an amount equal to the salary level being paid to the employee immediately before the employee takes the leave for the period of such leave; and
- (b) a further amount equal to 17.5% of the amount calculated in accordance with clause 19.1(a).

#### **19.2 Payment for annual leave - early childhood education**

- (a) A teacher or assistant engaged in the delivery of an early childhood education program shall be entitled to be paid for the full working year if they have been employed for a standard teaching year, usually of 41 or 42 weeks.
- (b) Any such employee who ceases duty after at least 10 teaching weeks shall be paid the proportion of the employee's salary for that calendar year that the employee's services, excluding vacation periods, bears to the standard teaching year, usually of 41 or 42 weeks.
- (c) Any such employee who ceases duty before completing 10 weeks of employment shall be paid an amount equal to 1/12th (8.333%) of their ordinary pay for the period of employment.
- (d) A teacher or assistant is to be paid annual leave loading as follows:
  - (i) where the teacher or assistant has been engaged for the whole of the standard teaching year: an amount of 17.5% of the employee's ordinary salary on the basis of four weeks annual leave;
  - (ii) where the teacher or assistant has been engaged for at least 10 weeks but less than the standard teaching year, an amount calculated as follows: (employee's ordinary salary in \$) x (number of teaching weeks ÷ 41 or 42\*) x (4 weeks) x 17.5% = quantum of annual leave loading to be paid. [\*Note: see clause 19.2(b)]

#### **19.3 Annual close down**

- (a) 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 the section or sections concerned, the following provisions shall apply:
  - (i) by the giving of not less than 90 days' notice the employer may direct all employees in the section or sections concerned to take leave for the duration of the closedown and allow those who are not then qualified for sufficient annual leave to cover the period of the close down to take paid leave on a proportionate basis and to take such accumulated time off/rostered days off as may be available to the employee to apply towards the close down period.
  - (ii) all time during which an employee is stood down without pay for the purpose of clause 19.3(a)(i) shall count as service in the next 12 monthly qualifying period.

- (b) Notwithstanding clause 19.3(a), where there is agreement between the employer and the majority of employees concerned, the employer may close down its operations or a section or sections thereof on one additional occasion in any 12 month period for the purpose of allowing additional annual leave for a period agreed with its employees.

## **20. Personal leave**

- (a) Personal leave is provided for in Division 4 of the QES and covers:
  - (i) sick leave;
  - (ii) carer's leave;
  - (iii) bereavement leave; and
  - (iv) cultural leave.
- (b) Clauses 20(c) and (d) supplement the QES.
- (c) In addition to the provisions of Subdivision 2 of Division 4 of the QES an employee's accumulated sick leave entitlements are preserved when:
  - (i) the employee is absent from work on unpaid leave granted by the employer;
  - (ii) the employer or employee terminates the employee's employment and the employee is re-employed within three months;
  - (iii) 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.
- (d) An employee's sick leave continues to accrue whilst absent from work on paid leave granted by their employer.

## **21. Parental leave**

See clause 21 of Division 1 - Provisions with common application.

## **22. Long service leave**

- (a) Long service leave, including for casual employees, is provided for in Division 6 of the QES.
- (b) Portability of long service leave entitlements for local government employees is provided for in Division 2, Chapter 8 of the *Local Government Regulation 2010*.

## **23. Public holidays**

Public holidays are provided for in Division 7 of the QES. Clauses 23.1 and 23.2 supplement the QES provisions.

### **23.1 Payment for public holidays and for work on a public holiday**

- (a) An employee (other than a casual employee) who would normally work on a day on which a public holiday falls and who:
  - (i) is not required to work on that day, shall be paid for the ordinary hours the employee would normally have worked if that day had not been a public holiday;

- (ii) is required to work on the public holiday shall, in addition to the payment prescribed in clause 23.1(a)(i), be paid at the rate of time and one-half for any hours worked, with a minimum payment as for 4 hours' work for the day.
- (b) An employee (including a casual employee) who would normally work on a day on which a public holiday falls and who performs authorised overtime outside the employee's ordinary working hours for that day shall be paid for such time at double the overtime rate prescribed in clause 18.1.
- (c) An employee (including a casual employee) who would not normally be required to work on a public holiday but who is required to work on that day shall be paid at the rate of double time and one-half for any hours worked, with a minimum payment as for 4 hours' work for the day.
- (d) The minimum payment provided in clauses 23.1(a)(ii) or (c) shall not apply where the work performed on the public holiday is immediately preceding or following ordinary hours.

### **23.2 Substitution**

- (a) Subject to statutory limitations (such as the time work may not be performed on Anzac Day) where there is agreement between the employer and an employee or employees, another ordinary working day may be substituted for a public holiday.
- (b) Where an employee is subsequently required to work on the substituted day they shall be paid at the rate prescribed in clause 23.1.

## **24. Jury service**

See clause 24 of Division 1 - Provisions with common application.

## **25. Service leave**

See clause 25 of Division 1 - Provisions with common application.

## **PART 7 - Union Related Matters**

### **26. Union encouragement**

See clause 26 of Division 1 - Provisions with common application.

### **27. Union delegates**

See clause 27 of Division 1 - Provisions with common application.

### **28. Trade union training leave**

- (a) Subject to the conditions set out in clause 28(d), upon written application by an employee to an employer, such application being endorsed by the relevant union and giving to the employer at least one month's notice, the employee shall be granted up to five working days' leave (non-cumulative) on ordinary pay each calendar year to attend courses and seminars conducted by the union or specific training courses approved and accredited by the union.
- (b) Other courses mutually agreed between the union and an employer may be included under clause 28.
- (c) For the purposes of clause 28(a), **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.

- (d) The granting of such leave shall be subject to the following conditions:
- (i) An employee must have at least 6 months' uninterrupted service with an employer prior to such leave being granted.
  - (ii) This clause shall not apply to an employer with less than 9 full-time equivalent employees (FTEs) covered by this Section.
  - (iii) The maximum number of employees under this Section from any one place of employment of the employer attending a course or seminar in each calendar year will be as follows:
    - (A) where the employer employs between 9 and 30 FTEs 1
    - (B) where the employer employs in excess of 30 FTEs 2
  - (iv) 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.
  - (v) 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.
  - (vi) Leave granted to attend courses will not incur additional payment if such course coincides with the employee's rostered day off in 38 hour week working arrangements or with any other concessional leave.
- (e) 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.
- (f) Paid trade union training leave will not affect other leave granted to employees under this Award.

## **29. Right of entry**

See clause 29 of Division 1 - Provisions with common application.

## **PART 8 - Transfers, Travelling and Equipment**

There are no provisions concerning transfers, travelling or equipment in this Section.

## **PART 9 - Training and Related Matters**

### **30. Training and related matters - general**

- (a) The parties commit themselves to continuing and upgrading the training provided to employees.
- (b) It is agreed that the parties will cooperate in ensuring that training is maintained and improved and that qualifications within the Community Services Training Package will be utilised and accessed where appropriate.
- (c) This training will form the basis of an enhanced career structure in the industry.



### **31. Professional development and study leave**

#### **31.1 Teachers - professional development leave**

- (a) Teachers engaged in the delivery of early childhood education will be provided with three paid days per annum professional development leave to attend structured professional development activities agreed with their employer.
- (b) Teachers engaged in the provision of children's services, such as child care or outside school hours care, will be provided with five paid days per annum professional development leave to attend structured professional development activities agreed with their employer.

#### **31.2 Children's services - financial assistance to obtain qualifications**

- (a) Clause 31.2(a) applies to employees engaged in the delivery of children's services but does not apply to qualifications undertaken as part of a traineeship or apprenticeship under the *Vocational Education and Training (Commonwealth Powers) Act 2012*.
- (b) Where there is a mandatory requirement for an employee to possess or enrol in a Certificate III in children's services or where the employer requires and/or approves an employee to undertake other studies such as a Diploma or higher qualification in children's services or education, the following provisions will apply:
  - (i) Financial assistance to undertake a Diploma or higher qualification is dependant on the employer requiring or approving the child care worker to undertake the applicable course.
  - (ii) Where the employee undertakes a Certificate III, Diploma or higher qualification then the employer shall contribute 50% of the approved course in two equal instalments; 25% on commencement and 25% on completion, subject to satisfactory proof of successful completion of the course being provided to the employer.
  - (iii) The employee will refund the employer the initial 25% paid if the course is not completed unless it is not completed for unforeseen circumstances e.g. serious illness, family bereavement or other reasons which are no less compelling. Such reimbursements shall be paid under mutually agreed arrangements between the employee and the employer.
  - (iv) Unless an agreement is reached between the employer and the employee that the employer will pay the training costs directly to the training provider, the employee will pay for the course and be reimbursed by the employer. Such reimbursement will be made to the employee within 14 days of proof to the employer of the initial payment being made by the employee and proof of successful completion of the course, respectively.
  - (v) The employer shall reimburse the employee 50% of the cost of the prescribed textbooks and other prescribed course materials. Such reimbursement will be made to the employee within 14 days of the production of the receipts.
  - (vi) Where any disputes arise over financial assistance then the grievance procedure at clause 7.2 in Division 1 is to be followed.

#### **31.3 Children's services - skill development courses**

- (a) Where, by prior agreement with the employer, an employee employed in the delivery of children's services attends a course or conference relevant to their employment outside of ordinary working hours, the employer is to:
  - (i) pay the cost of the course or conference;

- (ii) provide transport to the course or conference or pay the allowance specified in clause 13.2 of Division 1 to the employee for travel to and from the conference;
  - (iii) pay all other expenses associated with attending the course or conference, including accommodation expenses.
- (b) Where, by agreement with the employer, an employee employed in the delivery of children's services attends a course or conference relevant to their employment during ordinary working hours, the employee shall not suffer any loss of pay.
- (c) The employer is not to unreasonably withhold permission for an employee to attend a course/conference either during or outside ordinary working hours.
- (d) Time spent travelling to and attending courses/conferences outside of ordinary working hours is unpaid time.

## **Division 2 - Section 2 - Schedule 1 (Classifications - Delivery of Children's Services and Early Childhood Education (Including Teachers))**

### **Classification definitions**

In this schedule:

**centre** includes a licenced child care centre, outside school hours care facility, or vacation care facility, and a kindergarten or preschool at which an early childhood education program is offered

**child care legislation** means either the *Education and Care Services National Law (Queensland) Act 2011* or the *Education and Care Services Act 2013*, depending on the type of service being operated

**equivalent accredited professional in-service hours** means 175 hours

**teacher** means a person who holds a qualification accepted by the Queensland College of Teachers to teach in Queensland, or a person who is qualified to teach in the early childhood education field

**year/s of formal training** means training as may be completed in a college of Technical and Further Education, or a University or such similar institution that may be relevant to the early childhood education field

### **Classification descriptors - Children's services**

Employees are to be classified in accordance with the following definitions/descriptors:

#### **Assistant children's services worker - unqualified**

- An assistant children's services worker is:
  - engaged in the provision of child care within a centre; and/or
  - engaged in functions in or in connection with the general operation of the centre including, but not limited to, all aspects of food preparation and service, cleaning and maintenance of all areas of the centre (internal and external) to the standards required by the employer.
- An employee at this level is:
  - unqualified; and
  - employed to assist at an outside school hours care and/or vacation care service; and/or
  - has successfully completed year 12 at secondary school; and/or
  - is at least 17 years of age and is undertaking or has completed a Child Care Practice Certificate at a TAFE Institute.
- Duties undertaken by an employee at this level include, but are not limited to, some or all of the following:
  - supervise children's activities;
  - supervise sports activities;
  - ensure the health and safety of the children in their care;
  - take a genuine interest in the children, their activities and participate in these activities as much as possible;
  - give each child individual attention and comfort as required;
  - routine communication with parents to the level of the employee's competence;

- assist in developing and implementing programs and activities;
- implement daily routine;
- assist in the implementation of the early childhood program under supervision;
- understand and work according to the employer's policies.
- work in accordance with the licensing requirements of child care legislation;
- perform general duties associated with the operation of the service, including but not limited to all aspects of food preparation, service and cleaning/maintenance of all areas of the premises (internal and external).

### **Children's services worker - 1 year qualified**

- A children's services worker is:
  - engaged in the provision of child care within a centre; and/or
  - engaged in functions in or in connection with the general operation of the centre including but not limited to all aspects of food preparation and service, cleaning and maintenance of all areas of the centre (internal and external) to the standards required by the employer.
- An employee at this level:
  - has completed an AQF Certificate 3 or 4 in children's services but has not been appointed to the position of group leader; or
  - is a cook who prepares at least one full meal per day for each of a substantial proportion of children present at the centre.
- Duties undertaken by an employee at this level include, but are not limited to, some or all of the following:
  - any of the duties undertaken by an Assistant children's services worker - unqualified;
  - coordinate and direct activities of unqualified workers engaged in the implementation of programs and activities in group settings;
  - liaise with parents;
  - ensure a safe environment is provided for the children;
  - ensure that records are maintained and are up-to-date concerning each child in their care;
  - assist in the development, implementation and evaluation of daily routines;
  - be responsible to the Director for the assessment of students on placement;
  - ensure the employer's policies are adhered to;
  - assist the Director in the assessment of students on placement to the level of their competency;
  - under direction, work with individual children with particular needs;
  - undertake and implement the requirements of quality assurance; and
  - administer first-aid to the level of their competency when appropriate.

### **Group leader - 1 year qualified**

- An employee at this level has completed an AQF Certificate 3 or 4 in children's services.
- Duties undertaken by an employee at this level include, but are not limited to, some or all of the following:
  - carrying out the work of a Group leader;
  - the coordination of the activities of a group of children;
  - general supervision of workers in the centre;
  - assisting in the centre's or the service's administrative functions;
  - any of the duties of children's services worker - 1 year qualified;
  - ensure that a developmentally appropriate program is planned and implemented for each child;

- assess the needs of each child and monitor the child's progress;
- maintain effective communication with a parent of each child in the group that the person leads; and
- administer first-aid to the level of their competency when appropriate.

**Group leader - 2 year qualified**

- An employee at this level:
  - has completed an AQF Diploma in the field of children's services; or
  - is a Registered nurse who has enrolled in or has successfully completed an appropriate bridging course in early childhood studies.
- Duties undertaken by an employee at this level include, but are not limited to, some or all of the following:
  - any of the duties of a Group leader - 1 year qualified or less;
  - work as the person in charge of a group of children in the age range from birth to 12 years;
  - take responsibility in consultation with the Director for the preparation, implementation and evaluation of a developmental program for individuals and groups of children in care;
  - coordinate and direct the activities of workers engaged in the implementation and evaluation of developmental programs and activities in a group setting;
  - contribute, through the Director, to the development of the centre or service's policies;
  - ensure that the policies and practices of the employer are maintained; and
  - administer first-aid to the level of their competency when appropriate.

**Group leader - 3 year qualified**

- An employee at this level has completed an Advanced Diploma or higher qualification in the field of children's services or education.
- Duties undertaken by an employee at this level include, but are not limited to, some or all of the duties of a Group leader - 2 year qualified.

**Assistant coordinator - qualified - large service**

- An employee at this level is required to assist a Coordinator of after school hours care as prescribed by the child care legislation to manage a licensed outside school hours care service licensed to accommodate 60 or more children at any time of the day.
- Duties undertaken by an employee at this level include, but are not limited to, some or all of the following:
  - all of the duties of an children's services worker - 1 year qualified;
  - in consultation with the Coordinator prepare, implement and evaluate developmentally appropriate programs for individual children or groups of children in care;
  - supervise employees and ensure such employees fulfil their various duties and responsibilities;
  - ensure a safe environment is maintained for both children and staff;
  - ensure records are maintained accurately for each child in care;
  - ensure the employer's policies and procedures are adhered to;
  - liaise as need be with members of a child's family; and
  - administer first-aid to the level of their competency when appropriate.

**Assistant director - 2 year qualified**

- An employee at this level:

- has completed an AQF Diploma in children's services;
  - is employed to assist a Director of a service; and
  - is approved in terms of the relevant legislation to have charge of the centre in the absence of the Director.
- Duties undertaken by an employee at this level include, but are not limited to, some or all of the following:
  - all of the duties of a Group leader - minimum 3 year qualified;
  - prepare, implement and evaluate developmentally appropriate programs for individual children or groups of children in care, including those with special needs (such as children with disabilities and children of non-English speaking background);
  - supervise the programs and the quality of care that the service provides;
  - ensure records are maintained accurately for each child in care;
  - ensure the employer's policies and procedures are adhered to;
  - administer first-aid to the level of their competency when appropriate;
  - supervise qualified and unqualified workers;
  - planning and coordinate in-service training for the centre or service;
  - maintain the service's policies and practices;
  - maintain effective liaison with other agencies in the community;
  - take responsibility for the day-to-day management of the centre or service in the temporary absence of the Director; and
  - administer first-aid to the level of their competency when appropriate.

#### **Assistant director - 3 year qualified**

- An employee at this level:
  - has completed an AQF Advanced Diploma or higher qualification in children's services or education;
  - is employed to assist a Director of a service; and
  - is approved in terms of the relevant legislation to have charge of the centre in the absence of the Director.
- Duties undertaken by an employee at this level include, but are not limited to, some or all of the duties undertaken by an Assistant director - 2 year qualified.

#### **Coordinator - unqualified**

- An employee at this level has no relevant post-secondary qualification and coordinates and manages an after school hours and/or vacation care service for children.
- Duties undertaken by an employee at this level include, but are not limited to, some or all of the following:
  - develop and/or oversee programs and ensure they offer a balance of flexibility, variety, safety and fun;
  - supervise the programs/activities and ensure each staff member is fulfilling their relevant duties and responsibilities;
  - carry out administration tasks including fee collection and receipting, banking, payment of staff, etc;
  - administer first-aid when appropriate to the level of their competency;
  - work positively in working with parents and/or committees; and
  - understand and work in accordance with the service's policies.

#### **Coordinator - qualified - small service**

- An employee at this level has completed an AQF Diploma in children's services and coordinates and manages an after school hours and/or vacation care service for up to 59 children.
- Duties undertaken by an employee at this level include, but are not limited to, some or all of the duties undertaken by a Coordinator - unqualified who manages an after school hours and/or vacation care service.

**Coordinator - qualified - large service**

- An employee at this level has completed an AQF Diploma in children's services and coordinates and manages an after school hours and/or vacation care service for 60 or more children.
- Duties undertaken by an employee at this level include, but are not limited to, some or all of the duties undertaken by a Coordinator - unqualified who manages an after school hours and/or vacation care service.

**Director - 2 year qualified**

- An employee at this level has completed an AQF Diploma in children's services and is employed as the Director of a service other than an after school hours and/or vacation care service.
- Duties undertaken by an employee at this level include, but are not limited to, some or all of the following:
  - responsibility for the overall administration of the centre or service;
  - develop, implement and supervise developmental programs and the quality of care that the service provides;
  - maintain the service's policies and practices;
  - establish a process for the recruitment, orientation and support of staff;
  - identify and assist in meeting in-service training needs of staff;
  - establish and maintain effective communication systems with staff and parents;
  - establish and maintain liaison with other agencies in the community (as required);
  - maintain the centre's records;
  - recruit employees in consultation with the Manager/Owner or Licensee of the centre;
  - keep day-to-day accounts and handle clerical administrative matters;
  - ensure that the centre or service adheres to all relevant Regulations;
  - formulate and evaluate annual budgets in liaison with relevant authorities where necessary;
  - all of the duties of an Assistant director;
  - administer first-aid when appropriate to the level of their competency.

**Director - minimum 3 year qualified**

- An employee at this level has completed an AQF Advanced Diploma or higher qualification in the field of children's services or education and is employed as the Director of a service other than an after school hours and/or vacation care service.
- Duties undertaken by an employee at this level include, but are not limited to, some or all of the duties undertaken by a Director - 2 year qualified.

**Classification descriptors - Early childhood education**

Employees are to be classified in accordance with the following definitions/descriptors:

**Exempted teacher, grade 1**

An employee at this level does not hold formal qualifications accepted by the Queensland College of Teachers for registration as a Teacher in Queensland but holds approval from the College to be in charge of an educational program in a kindergarten or preschool.

**Exempted teacher, grade 2**

An employee at this level does not hold formal qualifications accepted by the Queensland College of Teachers for registration as a Teacher in Queensland but holds approval from the Board to be in charge of an educational program in a kindergarten or preschool and has completed:

- one year of formal training; or
- the equivalent number of accredited professional in-service hours.

**Exempted teacher, grade 3**

An employee at this level does not hold formal qualifications accepted by the Queensland College of Teachers for registration as a Teacher in Queensland but holds approval from the Board to be in charge of an educational program in a kindergarten or preschool and has completed:

- a minimum of two years of formal training; or
- the equivalent number of accredited professional in-service hours.

**Kindergarten/Preschool assistant, grade 1**

An employee at this level is engaged in assisting in the delivery of an early childhood education program at a centre under the direction of either a Teacher or an Exempted teacher and is untrained.

**Kindergarten/Preschool assistant, grade 2**

An employee at this level is engaged in assisting in the delivery of an early childhood education program at a centre under the direction of either a Teacher or an Exempted teacher and has completed:

- one year of formal training; or
- the equivalent number of accredited professional in-service hours.

**Kindergarten/Preschool assistant, grade 3**

- An employee at this level is engaged in assisting in the delivery of an early childhood education program at a centre under the direction of either a Teacher or an Exempted teacher and has completed:
  - a minimum of two years of formal training; or
  - the equivalent number of accredited professional in-service hours.
- An employee with 3 years of formal training or the equivalent number of accredited professional in-service hours shall be appointed at grade 3, year 2.

**Teacher - band 1 - step 1**

An employee at this level is a Teacher admitted to the service with 3 years of teacher training or such other qualifications recognised by the employer.

**Teacher - band 1 - step 2**



An employee at this level is a Teacher admitted to the service with 3 years of teacher training or such other qualifications recognised by the employer and 1 year of teaching experience.

**Teacher - band 1 - step 3**

An employee at this level is a Teacher admitted to the service with 3 years of teacher training or such other qualifications recognised by the employer and 2 years of teaching experience.

**Teacher - band 1 - step 4**

An employee at this level is a Teacher admitted to the service with 3 years of teacher training or such other qualifications recognised by the employer and 3 years of teaching experience.

**Teacher - band 2 - step 1**

An employee at this level is a Teacher admitted to the service with:

- 3 years of teacher training or such other qualifications recognised by the employer and at least 4 years of teaching experience; or
- an approved Degree from a recognised university or an approved equivalent tertiary qualification.

**Teacher - band 2 - step 2**

An employee at this level is a Teacher admitted to the service with:

- 3 years of teacher training or such other qualifications recognised by the employer and 5 years of teaching experience; or
- an approved Degree from a recognised university or equivalent and at least 1 year of teaching experience.

**Teacher - band 2 - step 3**

An employee at this level is a Teacher admitted to the service with:

- 3 years of teacher training or such other qualifications recognised by the employer and 6 years of teaching experience; or
- an approved Degree from a recognised university or equivalent and at least 2 years of teaching experience.

**Teacher - band 2 - step 4**

An employee at this level is a Teacher admitted to the service with:

- 3 years of teacher training or such other qualifications recognised by the employer and 7 years of teaching experience; or
- an approved Degree from a recognised university or equivalent and at least 3 years of teaching experience.

**Teacher - band 2 - step 5**

An employee at this level is a Teacher admitted to the service with:

- 3 years of teacher training or such other qualifications recognised by the employer and 8 years of teaching experience; or
- an approved Degree from a recognised university or equivalent and at least 4 years of teaching experience.

**Teacher - band 3 - step 1**

An employee at this level is a Teacher admitted to the service with:

- 3 years of teacher training or such other qualifications recognised by the employer and:
  - 9 years of teaching experience; and
  - who has kept a portfolio of their professional development activities which has been submitted to and validated by a joint employer/union validation committee; or
- an approved Degree from a recognised university or equivalent and at least 5 years of teaching experience.

**Teacher - band 3 - step 2**

An employee at this level is a Teacher admitted to the service with:

- 3 years of teacher training or such other qualifications recognised by the employer and 11 years of teaching experience; or
- 3 years of Teacher training or such other qualifications recognised by the employer and at least 10 years of teaching experience and at least 60 hours or 8 days of professional development activities in their own time and a portfolio of these activities and any other relevant material which has been submitted to and validated by a union/employer validation committee; or
- an approved Degree from a recognised university or equivalent and at least 6 years of teaching experience.

**Teacher - band 3 - step 3**

An employee at this level is a Teacher admitted to the service with:

- 3 years of teacher training or such other qualifications recognised by the employer and 13 years of teaching experience; or
- 3 years of teacher training or such other qualifications recognised by the employer and at least 11 years of teaching experience and at least 120 hours or 16 days of professional development activities in their own time and a portfolio of these activities and any other relevant material which has been submitted to and validated by a union/employer validation committee; or
- an approved Degree from a recognised university or equivalent and at least 7 years of teaching experience.

**Teacher - band 3 - step 4**

An employee at this level is a Teacher admitted to the service with:

- 3 years of teacher training or such other qualifications recognised by the employer and 15 years of teaching experience; or

- 3 years of teacher training or such other qualifications recognised by the employer and at least 12 years of teaching experience and at least 180 hours or 24 days of professional development activities in their own time and a portfolio of these activities and any other relevant material which has been submitted to and validated by a union/employer validation committee; or
- an approved Degree from a recognised university or equivalent and at least 8 years of teaching experience.

## **Division 2 - Section 3 - Clerical Employees Employed in Owned or Controlled Corporations of Local Governments**

### **PART 1 - Coverage and Operation**

#### **1. Coverage of Section 3 of Division 2**

- (a) Subject to clauses 1(b) and (c), this Section covers local government employees engaged in the provision of clerical services in owned or controlled corporations of local governments.
- (b) This Section shall not apply to persons who have been delegated the right to engage and terminate the employment of employees.
- (c) Partial exemption
  - (i) As an alternative to being subject to all clauses contained in this Section an employee remunerated in excess of the highest salary level prescribed in this Section may mutually agree in writing with their employer not to be bound by the conditions of this Section, except for:
    - clause 7 - dispute resolution
    - clause 9 - termination of employment
    - clause 11 - consultation
    - clause 14 - superannuation
    - clause 19 - annual leave
    - clause 20 - personal leave
    - clause 21 - parental leave
    - clause 22 - long service leave
    - clause 27 - union encouragement.
  - (ii) A copy of the signed terms of the agreement will be supplied to the employee.
  - (iii) There will be taken to be mutual agreement for the purposes of clause 1(c)(i) if an employer employed a clerical or administrative employee and remunerated that employee at a level in excess of the highest salary level prescribed in this Section prior to the date of its commencement.
  - (iv) The overall terms and conditions of employment agreed under clause 1(c) must be not less favourable than the provisions of this Section as a whole and the employee shall not be disadvantaged by the agreement taking into consideration the Award rate the employee would otherwise have been paid had the employee not entered into such agreement.
  - (v) For any agreement entered into under clause 1(c), and in accordance with section 366 of the Act, there will be no requirement for the employer to keep particulars of the employee's starting and finishing times each day.

- (vi) If an employee considers that they have been disadvantaged by the agreement this issue must be addressed between the employer and employee in the manner prescribed in clause 7. No claim for unpaid wages resulting from clause 1(c) of this Section may be made under the Act until the prevention and settlement of disputes procedure under this Section has been concluded.
- (vii) If an employee is required to work on a public holiday, the employee is entitled to either time off in lieu of the time worked on the public holiday, to be taken at a mutually agreed time, or, at the employer's discretion, extra time (equal to the time actually worked on the public holiday) is to be added to the employee's annual leave entitlement.

## **2. Operation and transitional arrangements**

See clause 2 of Division 1 - Provisions with common application.

## **3. Definitions and interpretation**

- (a) Definitions with common application are contained in clause 3 of Division 1.
- (b) In this Section, unless the context otherwise requires:

**union** means the following industrial organisation of employees in accordance with its callings:

- Queensland Services, Industrial Union of Employees

## **4. Coverage of the 2017 QLGIA**

See clause 4 of Division 1 - Provisions with common application.

## **5. The Queensland Employment Standards and this Award**

See clause 5 of Division 1 - Provisions with common application.

## **6. Enterprise flexibility and facilitative award provisions**

See clause 6 of Division 1 - Provisions with common application.

# **PART 2 - Dispute Resolution**

## **7. Dispute resolution**

See clause 7 of Division 1 - Provisions with common application.

# **PART 3 - Types of Employment, Consultation and Termination of Employment**

## **8. Types of employment**

An employee may be employed on a full-time, part-time or casual basis.

### **8.1 Full-time employment**

A full-time employee is one that is engaged to work an average of 38 ordinary hours per week.

## **8.2 Part-time employment**

- (a) A part-time employee is an employee who:
  - (i) is engaged to work a regular pattern of ordinary hours each week which are a minimum of 15.2 hours, or less by agreement with a minimum of 4 hours, and less than the ordinary hours worked by an equivalent full-time employee; and
  - (ii) receives, on a *pro rata* basis, the same salary and conditions of employment to those of an equivalent full-time employee who performs the same kind of work.
- (b) For each ordinary hour worked a part-time employee shall be paid no less than 1/38th of the minimum weekly rate of pay for their classification.
- (c) The minimum payment on any day when work is performed shall be for 4 hours' work.
- (d) Additional ordinary hours
  - (i) By mutual agreement with their employer, a part-time employee may elect to work additional ordinary hours above their regular hours, up to and including full-time equivalent hours. The additional hours so worked are also to be taken into account in the *pro rata* calculation of all entitlements.
  - (ii) Any such additional hours worked within the spread of ordinary hours prescribed in clause 15.1 are to be paid for at the ordinary hourly rate or, by mutual agreement between the employee and employer, taken as TOIL on a time for time basis.
- (e) Subject to clause 8.2(d)(ii) all time worked by a part-time employee in excess of the agreed hours on any one day or outside the spread of ordinary hours prescribed in clause 15.1 is to be paid at the appropriate overtime rate prescribed in clause 18.1.

## **8.3 Casual employment**

- (a)
  - (i) A casual employee is an employee who is engaged and paid as such.
  - (ii) A casual employee cannot be employed to work more ordinary hours than are worked by an equivalent full-time employee each week or fortnight, as the case may be.
- (b) Except where otherwise provided, a casual employee is entitled to receive, on a *pro rata* basis, the same pay and conditions of employment, other than leave entitlements, to those of an equivalent full-time employee who performs the same kind of work.
- (c) For each hour worked a casual employee shall be paid no less than 1/38th of the minimum weekly rate of pay for their classification plus a casual loading of 23%.
- (d) Each casual engagement stands alone with a minimum payment as for 2 hours' work to be made in respect to each engagement.

## **9. Termination of employment**

See clause 9 of Division 1 - Provisions with common application.

## **10. Redundancy**

See clause 10 of Division 1 - Provisions with common application.

## 11. Consultation - Introduction of changes

See clause 11 of Division 1 - Provisions with common application.

## PART 4 - Minimum Wage and Salary Levels, Allowances and Related Matters

*(Note: The wage rates and salary levels prescribed in this Award do not apply to employees to whom the provisions of Schedule 2 in Division 1 (Supported Wage System) apply.)*

## 12. Classifications and minimum wage and salary levels

### 12.1 Minimum wage levels

- (a) Employees covered by Section 3 of Division 2 are to be classified into an appropriate classification and level in accordance with the classification structure set out in Schedule 1 in this Section with minimum wage and salary levels for employees 21 years of age and above to be as set out in the table below:

Classification	As from 1 September 2016		As from 28 February 2017	
	Wage Level	Award Rate <sup>1</sup> Per Week \$ <sup>2</sup>	Wage Level	Award Rate <sup>1</sup> Per Week \$ <sup>2</sup>
Level 1 (1 <sup>st</sup> year of service) <sup>3</sup>	2A	749.00	2	755.50
Level 1 (2 <sup>nd</sup> year of service)	2B	755.50	2	755.50
Level 1 (3 <sup>rd</sup> year of service)	3A	769.50	3	777.50
Level 1 (4 <sup>th</sup> year of service)	3B	777.50	3	777.50
Level 2 (1 <sup>st</sup> year of service)	4A	788.50	4	796.00
Level 2 (2 <sup>nd</sup> year of service)	4B	796.00	4	796.00
Level 2 (3 <sup>rd</sup> year of service)	5A	808.50	5	808.50
Level 3 (1 <sup>st</sup> year of service)	7A	839.50	7	854.00
Level 3 (2 <sup>nd</sup> year of service)	7B	854.00	7	854.00
Level 4 (1 <sup>st</sup> year of service)	8A	866.50	8	876.50
Level 4 (2 <sup>nd</sup> year of service)	8B	876.50	8	876.50
Level 5 (1 <sup>st</sup> year of service)	10A	916.00	10	925.00
Level 5 (2 <sup>nd</sup> year of service)	10B	925.00	10	925.00

#### Notes:

- <sup>1</sup> Includes the arbitrated wage adjustment payable under the 1 September 2016 Declaration of General Ruling.
- <sup>2</sup> Rounded to the nearest \$0.50.
- <sup>3</sup> **Year of service** shall mean total years of service of a clerical employee within a particular classification level in the industry as a whole, including years of service with the employer.

- (b) Each classification level contains varying paypoints which provide for automatic yearly service increments within a classification level. Appointment to a higher classification level is to occur where an employee is required to perform duties and skills at a higher level in accordance with the classification criteria.

- (c) An employee may progress to a higher classification level in accordance with clause 12.1(a) without having progressed through all paypoints within a lesser level.

## **12.2 Junior rates of pay**

- (a) The minimum salaries payable to junior employees are prescribed in the table below:

<b>Age</b>	<b>Percentage of minimum adult rate %</b>
under 18 years of age	55
18 and under 19 years of age	65
19 and under 20 years of age	75
20 and under 21 years of age	85

- (b) Junior rates of pay are expressed as a percentage of the appropriate minimum adult rate in either Level 1 or Level 2, with the first paypoint in Level 1 or Level 2 reflecting the wage rate upon which the junior percentages above are to be calculated.
- (c) Whether the first paypoint in Level 1 or Level 2 is used depends on whether the junior is performing work which falls within Level 1 (in which case the first adult paypoint of Level 1 is used) or any level above Level 1 (in which case the first adult paypoint in Level 2 is used).
- (d) Once a junior employee reaches 21 years of age the employee must be assigned to the appropriate Level (1 to 5) and commence at the first paypoint of that Level.
- (e) Junior rates shall be calculated to the nearest \$0.10.

## **12.3 Performance of higher duties**

An employee directed to temporarily fill a position for more than two working days at a higher classification level shall be paid extra remuneration at the first paypoint of the classification level of the position being temporarily filled.

# **13. Allowances**

In addition to the allowances prescribed in clause 13 of Division 1 - Provisions with common application, the following provisions apply to employees covered by this Section.

## **13.1 Divisional and District parities**

See clause 13.1 of Division 1 - Provisions with common application.

## **13.2 First-aid allowance**

- (a) Where an employer appoints an employee who holds an appropriate first-aid certificate as a first-aid attendant the employee shall be paid an additional \$16.40 per week in which the employee works three days or more.
- (b) This allowance shall be treated as part of the employee's ordinary fortnightly salary for the purposes of annual leave (but not loading on leave), sick leave, long service leave and all other paid leave.



### **13.3 Motor vehicle/bicycle allowance**

- (a) Where the employer requires an employee to use their own vehicle in or in connection with the performance of their duties, the employee shall be paid an allowance for each kilometre of authorised travel as follows:
  - (i) motor vehicle - \$0.77 per kilometre; and
  - (ii) motorcycle - \$0.26 per kilometre.
- (b) The employer may require an employee to record full details of all such official travel requirements in a log book.
- (c) Where the employer requires an employee to use their own bicycle in or in connection with the performance of their duties, such employee shall be paid an allowance of \$3.36 per week.

### **13.4 Overtime meal allowances and meal breaks**

- (a) An employee required to work overtime for:
  - (i) more than 2 hours after ordinary ceasing time or for more than one hour continuing beyond 1800 on any normal working day; or
  - (ii) more than 4 hours on a Saturday, Sunday, or rostered day off,shall be provided with an adequate meal at the employer's expense or paid a meal allowance of \$12.35 in lieu of the provision of such meal.
- (b) Where the employer requires the employee to continue working for a further 4 hours of continuous overtime work in either of the situations mentioned in clause 13.4(a), the employee will be entitled to a 30 minute meal break and either provided with an adequate meal at the employer's expense or paid an additional meal allowance of \$12.35.
- (c) Where an employee has been given notice to work overtime on the previous working day or prior thereto, and has brought to work a prepared meal and such overtime is cancelled, the employee shall be paid a meal allowance of \$12.35 for such prepared meal.

### **13.5 Adjustment of monetary allowances**

- (a) The first-aid allowance prescribed in clause 13.2 shall be automatically adjusted from the same date and in the same manner as monetary allowances are adjusted in any State Wage Case decision or other decision of the Commission adjusting minimum wage rates in this Award.
- (b) At the time of any adjustment to the wage rates in this Award the expense related allowances at clauses 13.3 (motor vehicle/bicycle allowance) and 13.4 (overtime meal allowances), respectively, shall be automatically adjusted by the relevant adjustment factor. The relevant adjustment factor for this purpose is the percentage movement in the applicable index figure most recently published by the Australian Bureau of Statistics since the allowance was last adjusted.
- (c) The applicable index figure is the index figure published by the Australian Bureau of Statistics for the Eight Capitals Consumer Price Index, as follows:

Allowance

Eight Capitals Consumer Price Index  
(ABS Cat No. 6401.0 - Table 7)

Motor vehicle allowance  
(last adjusted 1 September 2014)

Private motoring sub-group

Overtime meal allowance  
(last adjusted 1 September 2016)

Take-away and fast foods sub-group

## **14. Superannuation**

See clause 14 of Division 1 - Provisions with common application.

## **PART 5 - Hours of Work and Related Matters**

### **15. Hours of duty**

#### **15.1 Ordinary hours of duty**

- (a) The ordinary hours of duty for all employees covered by this Section, exclusive of meal breaks, shall be an average of 38 hours per week and 7.6 hours per day, with a maximum of 10 hours per day.
- (b) The ordinary hours in clause 15.1(a) are to be worked on one of the following bases as agreed between the employer and the employees concerned:
  - (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.
- (c) An employer and an employee or groups of employees may agree that the ordinary hours of work are to exceed 8 hours on any day, thus enabling more than one day to be taken off during a particular work cycle.
- (d) Different methods of working a 38 hour week may apply to individual employees, groups or sections of employees in each location concerned.
- (e)
  - (i) Where the arrangement of ordinary hours of work provides for a rostered day off, the employer and an individual employee and/or the majority of employees concerned may agree to accrue up to a maximum of 10 rostered days off. Consent to accrue rostered days off shall not be unreasonably withheld by either party.
  - (ii) Where such agreement has been reached, the accrued rostered days off shall be taken within 12 calendar months of the date on which each rostered day off was accrued.

#### **15.2 Spread of ordinary hours of duty**

- (a) The spread of ordinary hours of duty for employees covered by this Section shall be 0630 to 1830 Monday to Friday and, subject to clause 15.2(b), 0630 to 1230 Saturday.
- (b) Any arrangement of hours which includes a Saturday as ordinary hours shall be subject to agreement between the employer and the majority of employees concerned.

- (c) The spread of ordinary hours may be altered as to all or a section of employees if there is agreement between the employer and the employee or the majority of employees concerned.
- (d) Ordinary hours of duty may be worked on not more than five consecutive days in a week, Monday to Saturday inclusive.
- (e) The employer may stagger the ordinary starting and finishing times of various groups of employees or individual employees.
- (f) 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 starting and finishing work including personal clean up will be in the employee's time.

### **15.3 Payment for working ordinary hours**

All ordinary hours of duty performed by an employee within the ordinary spread of hours prescribed in clause 15.2 shall be paid for as follows:

- (a) Monday to Friday - ordinary time;
- (b) Saturday - time and one-quarter (excludes casuals who are to be paid at the ordinary hourly rate plus 23%); and
- (c) on a public holiday - at the rate prescribed in clause 23.1.

## **16. Meal breaks**

- (a)
  - (i) Except where otherwise agreed between the employer and the employee, an employee shall be entitled to a minimum of 30 minutes and a maximum of 60 minutes for lunch between 1100 and 1430 on ordinary working days and on the weekend if overtime is worked.
  - (ii) In the absence of a mutual agreement to the contrary, no employee shall be required to work more than 6 hours without a meal break.
- (b) All time worked, at the request of the employer, during the mutually agreed meal times or during the meal times where there is no mutual agreement shall be paid for at the rate of double time.

## **17. Rest pauses**

- (a) All employees are entitled to a paid rest pause of 10 minutes duration in the employer's time in the first and second half of the working day, subject to the following:
  - (i) a total of 10 minutes for an employee who works for more than 3 hours but less than 6 ordinary hours in any day; or
  - (ii) a total of 20 minutes for an employee who works for at least 6 ordinary hours in any day.
- (b) 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 the 20 minute rest pause and the meal break arranged in such a way that the ordinary working day is broken into approximately three equal working periods.
- (c) All rest pauses shall be taken at such times as will not interfere with the continuity of work where such continuity is necessary.

## **18. Overtime**

### **18.1 Overtime**

- (a) All authorised overtime worked by an employee in excess of their ordinary daily hours of duty or outside their spread of ordinary working hours on a Monday to Friday, inclusive, shall be paid at the rate of time and one-half for the first 3 hours and double time thereafter.
- (b) All authorised overtime worked by an employee on a Saturday or rostered day off shall be paid at the rate of time and one-half for the first 3 hours and double time thereafter with a minimum payment as for 2 hours' work.
- (c) All authorised overtime worked by an employee on a Sunday shall be paid at the rate of double time with a minimum payment as for 2 hours' work.
- (d) All authorised overtime worked by an employee on a public holiday shall be paid at the rate prescribed in clause 23.1.
- (e) The minimum payments provided in clauses 18.1(b) and (c) shall not apply where such overtime is performed immediately preceding or following ordinary hours.
- (f) When an employee ceases overtime work and their usual means of transport is not available, the employer shall pay any reasonable additional amount incurred by the employee in reaching home.

### **18.2 TOIL**

- (a) In lieu of the provisions in clause 18.1, by mutual agreement with their employer, an employee may elect to take time off in lieu of payment for overtime at a time or times agreed with the employer.
- (b) TOIL will be accrued on a time for time basis.
- (c) If TOIL has not been taken within four weeks of accrual, an employee may request payment of the TOIL at the relevant overtime rate.

### **18.3 Fatigue leave/rest period after overtime**

- (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 so that 10 consecutive hours off duty has not occurred shall be released after completion of such overtime until 10 consecutive hours off duty has occurred without loss of pay for ordinary working time occurring during such absence.
- (b) If, on the instructions of the employer, an employee resumes or continues ordinary work without having had 10 consecutive hours off duty the employee shall be paid double rates until released from duty and shall then be entitled to be absent until 10 consecutive hours off duty has occurred without loss of pay for ordinary working time occurring during such absence.

### **18.4 Meal breaks on overtime**

All employees covered by this Section who work overtime are entitled to meal breaks and, where relevant, meal allowances as prescribed in clause 13.4.

## **PART 6 - Leave of Absence and Public Holidays**

### **19. Annual leave**

Annual leave is provided for in Division 3 of the QES. Clauses 19.1 and 19.2 supplement the QES.

#### **19.1 Payment for annual leave**

An employee proceeding on annual leave is entitled to receive the following payments:

- (a) an amount equal to the salary level being paid to the employee immediately before the employee takes the leave for the period of such leave; and
- (b) a further amount equal to 17.5% of the amount calculated in accordance with clause 19.1(a).

#### **19.2 Annual close down**

- (a) 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 the section or sections concerned, the following provisions shall apply:
  - (i) by the giving of not less than 90 days' notice the employer may direct all employees in the section or sections concerned to take leave for the duration of the closedown and allow those who are not then qualified for sufficient annual leave to cover the period of the close down to take paid leave on a proportionate basis and to take such accumulated time off/rostered days off as may be available to the employee to apply towards the close down period.
  - (ii) all time during which an employee is stood down without pay for the purpose of clause 19.2(a)(i) shall count as service in the next 12 monthly qualifying period.
- (b) Notwithstanding clause 19.2(a), where there is agreement between the employer and the majority of employees concerned, the employer may close down its operations or a section or sections thereof on one additional occasion in any 12 month period for the purpose of allowing additional annual leave for a period agreed with its employees.

### **20. Personal leave**

- (a) Personal leave is provided for in Division 4 of the QES and covers:
  - (i) sick leave;
  - (ii) carer's leave;
  - (iii) bereavement leave; and
  - (iv) cultural leave.
- (b) Clauses 20(c) and (d) supplement the QES.
- (c) In addition to the provisions of Subdivision 2 of Division 4 of the QES an employee's accumulated sick leave entitlements are preserved when:
  - (i) the employee is absent from work on unpaid leave granted by the employer;

- (ii) the employer or employee terminates the employee's employment and the employee is re-employed within three months;
- (iii) 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.
- (d) An employee's sick leave continues to accrue whilst absent from work on paid leave granted by their employer.

## **21. Parental leave**

See clause 21 of Division 1 - Provisions with common application.

## **22. Long service leave**

- (a) Long service leave, including for casual employees, is provided for in Division 6 of the QES.
- (b) Portability of long service leave entitlements for local government employees is provided for in Division 2, Chapter 8 of the *Local Government Regulation 2010*.

## **23. Public holidays**

Public holidays are provided for in Division 7 of the QES. Clauses 23.1 and 23.2 supplement the QES provisions.

### **23.1 Payment for public holidays and for work on a public holiday**

- (a) An employee (other than a casual employee) who would normally work on a day on which a public holiday falls and who:
  - (i) is not required to work on that day, shall be paid for the ordinary hours the employee would normally have worked if that day had not been a public holiday;
  - (ii) is required to work on the public holiday shall, in addition to the payment prescribed in clause 23.1(a)(i), be paid at the rate of time and one-half for any hours worked, with a minimum payment as for 4 hours' work for the day.
- (b) An employee (including a casual employee) who would normally work on a day on which a public holiday falls and who performs authorised overtime outside the employee's ordinary working hours for that day shall be paid for such time at double the overtime rate prescribed in clause 18.1.
- (c) An employee (including a casual employee) who would not normally be required to work on a public holiday but who is required to work on that day shall be paid at the rate of double time and one-half for any hours worked, with a minimum payment as for 4 hours' work for the day.
- (d) The minimum payment provided in clauses 23.1(a)(ii) or (c) shall not apply where the work performed on the public holiday is immediately preceding or following ordinary hours.
- (e) Where a public holiday falls on an employee's rostered day off, the employee shall receive another day off in lieu thereof or one day shall be added to the employee's annual leave for each public holiday so occurring **or**, by mutual agreement, an extra day's wages may be paid in lieu of each such holiday.

### **23.2 Substitution**

- (a) Subject to statutory limitations (such as the time work may not be performed on Anzac Day) where there is agreement between the chief executive and an employee or employees, another ordinary working day may be substituted for a public holiday.
- (b) Where an employee is subsequently required to work on the substituted day they shall be paid at the rate prescribed in clause 23.1.

### **24. Jury service**

See clause 24 of Division 1 - Provisions with common application.

### **25. Service leave**

See clause 25 of Division 1 - Provisions with common application.

## **PART 7 - Union Related Matters**

### **26. Union encouragement**

See clause 26 of Division 1 - Provisions with common application.

### **27. Union delegates**

See clause 27 of Division 1 - Provisions with common application.

### **28. Trade union training leave**

- (a) Subject to the conditions set out in clause 28(d), upon written application by an employee to an employer, such application being endorsed by the relevant union and giving to the employer at least one month's notice, the employee shall be granted up to five working days' leave (non-cumulative) on ordinary pay each calendar year to attend courses and seminars conducted by the union or specific training courses approved and accredited by the union.
- (b) Other courses mutually agreed between the union and an employer may be included under clause 28.
- (c) For the purposes of clause 28(a), **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.
- (d) The granting of such leave shall be subject to the following conditions:
  - (i) An employee must have at least 12 months' uninterrupted service with an employer prior to such leave being granted.
  - (ii) This clause shall not apply to an employer with less than 15 full-time employees covered by this Section.
  - (iii) 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.
  - (iv) 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.
  - (v) Leave granted to attend courses will not incur additional payment if such course coincides

with the employee's rostered day off in 38 hour week working arrangements or with any other concessional leave.

- (e) 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.
- (f) Paid trade union training leave will not affect other leave granted to employees under this Award.

## **29. Right of entry**

See clause 29 of Division 1 - Provisions with common application.

## **PART 8 - Transfers, Travelling and Equipment**

### **30. Travelling, transport and fares**

- (a) An employee transferred at the request of the employer or travelling under the employer's instructions shall be deemed to be working while so travelling so far as they may be travelling during ordinary hours of duty.
- (b) All reasonable fares incurred by an employee whilst travelling on the employer's business shall be paid by the employer.
- (c) An employee required to travel in excess of 3.2 kms within ordinary working hours from the location where they are usually employed to another location and/or return shall be allowed reasonable return fares.
- (d) An employee required, in the course of the employee's work, to remain away from home overnight shall be reimbursed by the employer for all reasonable expenses actually incurred in obtaining board and accommodation.

### **31. Uniforms**

In any establishment where an employee is required to wear any special uniform the employer will supply such uniform to that employee.

## **PART 9 - Training and Related Matters**

### **32. Training, learning and development**

- (a) The parties to this Section recognise that in order to increase efficiency and productivity a greater commitment to learning and development is required.
- (b) Accordingly, the parties commit themselves to developing a more highly skilled and flexible workforce and providing employees with career opportunities through appropriate training to acquire additional skills and knowledge for performance of their duties.
- (c) A consultative mechanism and procedures involving representatives of the employer, employees and relevant unions shall be established as determined by the chief executive, having regard to the size, structure and needs of that agency.
- (d) Following consultation, the chief executive shall develop a learning and development strategy consistent with:
  - (i) the current and future needs of the agency;



- (ii) the size, structure and nature of the operations of the agency; and
  - (iii) the need to develop vocational skills relevant to the agency through courses conducted wherever possible by accredited educational institutions and providers.
- (e) Learning and development may be both on-the-job or off-the-job and either internal or external to the organisation.
- (f) Learning and development provided should assist employees in obtaining accredited competencies, knowledge and skills.
- (g) All such learning and development should be directed at enabling employees to enhance skills relevant to duties to be performed. Employees will be expected to attend scheduled learning and development activities.
- (h) Where an employee undertakes a course or training at the request of the employer, such training shall not result in the loss of any ordinary time earnings by the employee and shall wherever possible be conducted in the employer's time. All costs associated with such training shall be borne by the employer.

## **Division 2 - Section 3 - Schedule 1 (Classifications - Clerical Employees Employed in Owned or Controlled Corporations of Local Governments)**

### **Classification criteria**

The following descriptors are to be used to determine the appropriate classification level of an employee classified in the Clerical employees group of the General stream. The descriptors consist of **characteristics** and **typical duties/skills**.

The **characteristics** are the principal or primary guide to classification as they are designed to indicate the level of basic knowledge, a comprehension of issues, problems and procedures required and the level of responsibility/accountability of a particular position.

**Typical duties/skills** are a non-exhaustive list of duties/skills that may be comprehended within the particular classification level. They are an indicative guide only and at any particular level employees may be expected to undertake duties of any level lower than their own.

All adult employees shall be classified in one of the following levels:

### **Clerical employee - level 1**

Level 1 in this structure is to be viewed as the level at which employees learn and gain competency in the basic clerical skills required by the employer which, in many cases, would lead to progression through the classification structure as an employee's competency and skills are increased and utilised.

#### **Characteristics**

Employees at this level may include the initial recruit who may have limited relevant experience. Initially, work is performed under close direction using established practices, procedures and instructions. Later, work is likely to be performed under routine supervision with intermittent checking.

Such employees perform routine clerical and office functions requiring an understanding of clear, straightforward rules or procedures. Problems can usually be solved by reference to established practices, procedures and instructions.

Employees are responsible and accountable for their own work within established routines, methods and procedures and the less experienced employee's work may be subject to checking at all stages. The more experienced employee may be required to give assistance to less experienced employees in the same classification.

#### **Typical duties/skills**

Indicative typical duties and skills in this level may include:

- directing telephone callers to appropriate staff, issuing and receiving standard forms, relaying internal information and greeting of visitors e.g. reception, switchboard.
- telephonists involved in the manipulation of communication apparatus, including computerised keyboard/switchboard/call centre.
- maintenance of basic manual and/or computerised records.
- filing, recording, matching, checking and batching of accounts, records, invoices, orders, store requisitions etc.
- handling, recording or distributing mail, including messenger service.

- simple stock control functions (e.g. seeing that the office or department has adequate supplies of stationery, standard printed forms, tea room amenities etc) within clearly established parameters.
- copy typing and audio typing. The routine operation of a range of equipment including adding machines, calculators, cash registers, facsimiles, photocopiers, guillotines, franking machines, switchboard, computerised radio/telephone equipment, or any other equipment to facilitate communications, paging systems, telephone/intercom systems, telephone answering machines.
- the basic use of keyboard-operated equipment including: computers, word processors, personal computers and attached printers.

## **Clerical employee - level 2**

### **Characteristics**

Employees at this level have had sufficient experience and/or training to enable them to carry out their assigned duties under limited supervision.

Employees are responsible and accountable for their own work, with checking related to overall progress. In some situations detailed instructions may be necessary. Employees are required to exercise judgement and initiative within a broad range of their skills and knowledge.

The work of employees at this level may be subject to final checking and as required progress checking. Such employees may be required to check the work and/or provide guidance to other employees at a lower level and/or provide assistance to less experienced employees at the same level.

### **Typical duties/skills**

Indicative typical duties and skills in this level may include:

- reception/switchboard/call centre duties as in level 1 and, in addition, responding to enquiries where presentation and the use of interpersonal skills, together with the acquisition of sound knowledge of the Council's operations and services, are a key aspect of the position, e.g. reception/switchboard.
- specialised operations of computerised radio/telephone equipment, personal computers and word processors.
- word processing e.g. the use of a word processing software package to create, format, edit, correct, print and save text documents.
- stenographer solely employed to take shorthand at 100 words per minute and to transcribe by means of appropriate keyboard equipment at 98% accuracy.
- copy typing and audio typing at 65 words per minute at 98% accuracy.
- maintenance of records and/or journals, including initial processing and recording relating to the following:
  - reconciliation of accounts balance;
  - incoming/outgoing cheques;
  - invoices;
  - debit/credit items;
  - payroll data;
  - petty cash imprest system;
  - letters etc.

- secretarial - performing a broad range of clerical functions within this level.
- computer applications involving clerical skills at this level, which may include one or more of the following functions:
  - create a data base/files/records;
  - spreadsheet/worksheet;
  - graphics;
  - accounting/payroll file following standard procedures and using existing models/fields of information.

### **Clerical employee - level 3**

#### **Characteristics**

Employees at this level will have achieved a standard to be able to perform specialised or non-routine tasks or features of the work.

Work is likely to be without supervision with general guidance on progress and outcomes sought and involve the application of knowledge with depth in some areas and a broad range of skills. Initiative, discretion and judgement are required in carrying out assigned duties.

Employees at this level may be required to give assistance and/or guidance (including guidance in relation to quality of work and which may require some allocation of duties) to employees in level 1 and 2 and would be able to train such employees by means of personal instruction and demonstration.

#### **Typical duties/skills**

Indicative typical duties and skills in this level may include:

- prepare cash payment summaries; banking report and bank statements; calculate and maintain wage and salary records; follow credit referral procedures; apply purchasing and inventory control requirements; post journals to ledger etc, at a higher level than at level 2.
- provide detailed advice and information on the Council's programs and services; respond to client/public/supplier problems within own functional area utilising a high degree of interpersonal skills.
- secretarial - performing a broad range of clerical functions at a higher level than at level 2.
- apply computer software packages utilising clerical skills at a higher level than at level 2.

### **Clerical employee - level 4**

#### **Characteristics**

Employees at this level will have achieved a level of organisation or industry specific knowledge sufficient for them to give independent advice and/or information to the organisation and clients in relation to specific areas of their responsibility.

Whilst not a pre-requisite, a feature of this level is responsibility for supervision of employees in lower levels in terms of coordinating work flow, checking progress and resolving problems.

Judgement is required in planning and selecting appropriate equipment, services, techniques and work organisation for self and others.

Employees at this level exercise initiative, discretion and judgement regularly in the performance of their duties. They are able to train employees in levels 1-3 by personal instruction and demonstration.

### **Typical duties/skills**

Indicative typical duties and skills in this level may include:

- secretarial/executive services - performing a broad range of clerical functions at a level higher than at level 3.
- maintain executive diary; attend executive/organisational meetings and take minutes; establish and/or maintain current working and personal filing systems for senior executives; answer executive correspondence from verbal or handwritten instructions.
- responsibility for the preparation of financial/tax schedules; calculation of costings and/or wage and salary requirements; completion of personnel/payroll data for authorisation; reconciliation of accounts to balances.
- advise on/provide information on one or more of the following:
  - employment conditions;
  - workers' compensation procedures and regulations;
  - superannuation entitlements, procedures and regulations.
- apply computer software packages utilising clerical skills at a level higher than at level 3.

## **Clerical employee - level 5**

### **Characteristics**

Employees at this level are subject to broad guidance or direction and would report to more senior employees as required.

Such employees will typically have worked or studied in a relevant field and will have achieved a standard of relevant and/or specialist knowledge and experience sufficient to enable them to independently advise on a range of activities and features and contribute, as required, to the determination of objectives, within the relevant field/s of their expertise.

Employees at this level are responsible and accountable for their own work and may have delegated responsibility for the work under their control or supervision in terms of, *inter alia*: scheduling workloads; resolving operational problems; monitoring the quality of work produced; counselling staff for performance as well as work related matters.

Level 5 employees would also be able to train and to supervise employees in lower levels by means of personal instruction and demonstration. They often exercise initiative, discretion and judgement in the performance of their duties.

The possession of relevant post-secondary qualifications may be appropriate, but not essential.

### **Typical duties/skills**

Indicative typical duties and skills in this level may include:

- operates and is responsible for a complex and diverse payroll system.
- application of detailed knowledge of the organisation's objectives, performance, projected areas of growth, and general industry conditions for the purposes of assisting in developing policy or

new services to meet changing consumer needs or other circumstances.

- application of computer software packages including evaluating and determining optimum software solutions or the integration of complex word processing/data/graphics text.
- prepare internal reports for management in any or all of the following areas:
  - account/financial;
  - staffing;
  - legislative requirements;
  - other significant Council activities/operations.
- finalise quotations or costings by applying a detailed knowledge of variable inputs, margins, market conditions, supply and delivery arrangements.
- executive secretary/executive assistant who performs a broad range of executive support functions with minimal direction or supervision.

## **DIVISION 3**

### **Table of Contents**

**This Division contains award provisions specific to local government employees engaged in the following areas:**

Section 1 - Aged Care Services (other than Nurses)

Section 2 - Community Policing Services

Section 3 - Health, Sports and Fitness Services

Section 4 - Hospitality Services

Section 5 - Operational Services

Section 6 - Theatrical Services

Section 7 - Tour Guides Services

## **Division 3 - Section 1 - Aged Care Services (Other than Nursing)**

### **PART 1 - Coverage and Operation**

#### **1. Coverage of Section 1 of Division 3**

This Section covers local government employees engaged in the provision of aged care services (other than Nursing).

#### **2. Operation and transitional arrangements**

See clause 2 of Division 1 - Provisions with common application.

#### **3. Definitions and interpretation**

(a) Definitions with common application are contained in clause 3 of Division 1.

(b) In this Section, unless the context otherwise requires:

**afternoon shift** means a shift where the greater part of the hours worked fall between 1600 and 2200

**cook** means an employee who is employed substantially in the cooking and/or preparation of food. An employee engaged in cooking eggs or making toast, tea, coffee or similar drinks shall not be considered to be performing the work of a cook

**night shift** means a shift where the greater part of the hours worked fall between 2200 and 0800

**union** means the following industrial organisations of employees in accordance with their callings:

- The Australian Workers' Union of Employees, Queensland; or
- United Voice, Industrial Union of Employees, Queensland

#### **4. Coverage of the 2017 QLGIA**

See clause 4 of Division 1 - Provisions with common application.

#### **5. The Queensland Employment Standards and this Award**

See clause 5 of Division 1 - Provisions with common application.

#### **6. Enterprise flexibility and facilitative award provisions**

See clause 6 of Division 1 - Provisions with common application.

### **PART 2 - Dispute Resolution**

#### **7. Dispute resolution**

See clause 7 of Division 1 - Provisions with common application.



## **PART 3 - Types of Employment, Consultation and Termination of Employment**

### **8. Types of employment**

An aged care services employee may be employed on a full-time, part-time or casual basis. Employees shall be advised in writing of their employment category and wage level upon engagement.

#### **8.1 Full-time employment**

A full-time aged care services employee is one who is engaged to work an average of 38 ordinary hours per week as prescribed in clause 15 of this Section.

#### **8.2 Part-time employment**

- (a) A part-time aged care services employee is an employee who:
  - (i) is engaged to work for more than 10 hours but not more than 38 hours per week; and
  - (ii) receives, on a *pro rata* basis, the same salary and conditions of employment to those of an equivalent full-time employee who performs the same kind of work.
- (b) For each ordinary hour worked a part-time employee shall be paid no less than 1/38th of the minimum weekly rate of pay for their classification, with a minimum payment as for 3 hours' work for each day worked.
- (c)
  - (i) By mutual agreement with their employer, a part-time employee may elect to work additional ordinary hours above their regular hours, up to and including full-time equivalent hours. The additional hours so worked are to be taken into account in the *pro rata* calculation of all leave and other entitlements.
  - (ii) Any such additional hours are to be treated as follows:
    - (A) day workers - additional hours worked within the spread of ordinary hours prescribed in clause 15.3 are to be paid for at the ordinary hourly rate;
    - (B) shift workers - to be paid for at the ordinary hourly rate, plus the applicable shift allowance.
- (d) All time worked in excess of the agreed hours or outside the spread of ordinary hours prescribed in clause 15.3 shall be paid at the appropriate overtime rate.

#### **8.3 Casual employment**

- (a) A casual aged care services employee is one engaged and paid as such for not more than 32 hours in any one week.
- (b) Except where otherwise provided, a casual employee is entitled to receive, on a *pro rata* basis, the same pay and conditions of employment, other than leave entitlements, to those of an equivalent full-time employee who performs the same kind of work.
- (c) For each ordinary hour worked a casual employee shall be paid no less than 1/38th of the minimum weekly rate of pay for their classification plus a casual loading of 23%.
- (d) Each casual engagement stands alone with a minimum payment as for:

- (i) 3 hours' work on each occasion; or
- (ii) 2 hours' work on each occasion with a minimum of 12 hours payment in any one week.
- (e) Casual employees shall be entitled to receive overtime, weekend penalties and public holiday penalty payments in accordance with the terms of this Section.
- (f) The long service leave entitlement of casual employees is prescribed in clause 22.

## 9. Termination of employment

See clause 9 of Division 1 - Provisions with common application.

## 10. Redundancy

See clause 10 of Division 1 - Provisions with common application.

## 11. Consultation - Introduction of changes

See clause 11 of Division 1 - Provisions with common application.

# PART 4 - Minimum Wage and Salary Levels, Allowances and Related Matters

*(Note: The wage rates and salary levels prescribed in this Award do not apply to employees to whom the provisions of Schedule 2 in Division 1 (Supported Wage System) apply.)*

## 12. Classifications and minimum wage and salary levels

### 12.1 Classification structure

- (a) Employees covered by Section 1 of Division 3 are to be classified into an appropriate classification and level in accordance with the classification structure in the table below with minimum wage and salary levels for employees 18 years of age and above to be as set out:

Classification	As from 1 September 2016		As from 28 February 2017	
	Wage Level	Award Rate <sup>1</sup> Per Week \$ <sup>2</sup>	Wage Level	Award Rate <sup>1</sup> Per Week \$ <sup>2</sup>
Canteen assistant, year 1	2A	749.00	2	755.50
Canteen assistant, after year 1	2A	749.00	2	755.50
Domestic, catering and all other adult employees, year 1	2A	749.00	2	755.50
Domestic, catering and all other adult employees, after year 1	2A	749.00	2	755.50
Employees on washing machines, rinsers and hydroextractors, and seamstresses, year 1	2A	749.00	2	755.50
Employees on washing machines, rinsers and Hydroextractors, and seamstresses, after year 1	2A	749.00	2	755.50
Gardener	2A	749.00	2	755.50
Handyperson/maintenance person	2A	749.00	2	755.50

Classification	As from 1 September 2016		As from 28 February 2017	
	Wage Level	Award Rate <sup>1</sup> Per Week \$ <sup>2</sup>	Wage Level	Award Rate <sup>1</sup> Per Week \$ <sup>2</sup>
Kitchenhand	2A	749.00	2	755.50
Laundry hand, year 1	2A	749.00	2	755.50
Laundry hand, after year 1	2A	749.00	2	755.50
Personal care attendant	2A	749.00	2	755.50
Cook	4A	788.50	4	796.00
Chief cook	5A	808.50	5	808.50

Notes:

<sup>1</sup> Includes the arbitrated wage adjustment payable under the 1 September 2016 Declaration of General Ruling.

<sup>2</sup> Rounded to the nearest \$0.50.

(b) Classifications and wage levels from 28 February 2017

Classification	As from 28 February 2017	
	Wage level	Award Rate <sup>1</sup> Per Week \$ <sup>2</sup>
All employees other than Cook and Chief cook	2	755.50
Cook	4	796.00
Chief cook	5	808.50

Notes:

<sup>1</sup> Includes the arbitrated wage adjustment payable under the 1 September 2016 Declaration of General Ruling.

<sup>2</sup> Rounded to the nearest \$0.50.

## 12.2 Junior rates

(a) The minimum wage rate payable to a junior aged care services employee shall be as follows:

Age of employee	% of relevant minimum adult rate
under 18 years of age	65
18 years of age and over	100

(b) Junior rates shall be calculated to the nearest \$0.10.

## 12.3 Mixed functions

An employee who is required to perform duties at a higher level than their usual classification/wage level shall be paid as follows:

- (a) if required to work for more than 4 hours on any day - at the rate applicable to such higher level for the whole of that day;
- (b) if required to work 4 hours or less on any day - at the rate applicable to such higher level for 4 hours.

### 13. Allowances

In addition to the allowances prescribed in clause 13 of Division 1 - Provisions with common application, the following provisions apply to employees covered by this Section.

#### 13.1 Availability allowance

A nursing employee or other employee working in an aged care facility operated by a local government, who is required to remain on the employer's premises and be available for duty during their meal break shall be paid an additional amount of \$10.96 per shift.

#### 13.2 Divisional and District parities

See clause 13.1 of Division 1 - Provisions with common application.

#### 13.3 Late work allowance

An employee who works ordinary hours between 1800 and 2200 Monday to Friday, inclusive, shall be paid \$1.92 per hour so worked. This allowance shall not be paid when an employee is entitled to receive the weekend or public holiday penalty rates prescribed in clause 15.4 or the shift allowances prescribed in clause 15.5.

#### 13.4 Overtime meal allowance

- (a) Where an employee is called upon to work more than one hour before their ordinary commencing time or after their ordinary ceasing time, they shall be supplied with a meal by the employer or shall be paid \$12.35 in lieu thereof, and shall be allowed 30 minutes in the employer's time for such meal.
- (b) Where an employee has provided themselves with a meal because of receipt of notice of a requirement to work overtime and such overtime is cancelled or ceases before one hour, they shall be entitled an allowance of \$12.35 for each meal so provided.

#### 13.5 Supervisory allowance

An employee directed by the employer to control staff shall be paid an additional allowance as follows:

No. of staff supervised	Per Week Extra \$
1 - 5 employees	16.90
6 - 10 employees	22.00
11 or more employees	28.15

#### 13.6 Uniforms and laundry allowance

- (a) Where an employee is required to wear a uniform or any other distinctive type of clothing, such uniform or clothing shall be supplied, maintained, and laundered at the employer's expense, and shall remain the property of the employer.
- (b) Where uniforms or clothing are not supplied or laundered by the employer, the following allowances shall be paid:
  - (i) An employee who supplies their own uniforms or clothing shall receive an allowance at the rate of \$159 per annum, which shall be paid on a *pro rata* basis each pay day;

- (ii) An employee required to launder their own uniforms or clothing shall be paid an additional \$1.85 per week.

### 13.7 Adjustment of monetary allowances

- (a) The allowances specified in clauses 13.1 (availability allowance), 13.3 (late work allowance) and 13.5 (supervisory allowance), shall be automatically adjusted from the same date and in the same manner as monetary allowances are adjusted in any State Wage Case decision or other decision of the Commission adjusting minimum wage rates in this Award.
- (b) At the time of any adjustment to the wage rates in this Award the expense related allowances at clauses 13.4 (overtime meal allowance) and 13.6 (uniforms and laundry allowance), respectively, shall be automatically adjusted by the relevant adjustment factor. The relevant adjustment factor for this purpose is the percentage movement in the applicable index figure most recently published by the Australian Bureau of Statistics since the allowance was last adjusted.
- (c) The applicable index figure is the index figure published by the Australian Bureau of Statistics for the Eight Capitals Consumer Price Index, as follows:

<u>Allowance</u>	<u>Eight Capitals Consumer Price Index</u> <u>(ABS Cat No. 6401.0 - Table 7)</u>
Overtime meal allowance (last adjusted 1 September 2016)	Take-away and fast foods sub-group
Uniforms and laundry allowance (last adjusted 1 September 2014)	Clothing and footwear group

## 14. Superannuation

See clause 14 of Division 1 - Provisions with common application.

## PART 5 - Hours of Work and Related Matters

### 15. Hours of duty

#### 15.1 Ordinary hours of duty

- (a) Subject to the provisions of clause 15.1, the ordinary hours of duty for employees covered by this Section shall be an average of 38 hours per week, with a maximum of 10 hours per day to be worked on one of the following bases:
  - (i) 38 ordinary hours within a work cycle not exceeding 7 consecutive days; or
  - (ii) 76 ordinary hours within a work cycle not exceeding 14 consecutive days; or
  - (iii) 114 ordinary hours within a work cycle not exceeding 21 consecutive days; or
  - (iv) 152 ordinary hours within a work cycle not exceeding 28 consecutive days; or
  - (v) any other arrangement mutually agreed between the employer and the affected employee or employees, provided that the ordinary hours do not exceed an average of 38 hours.
- (b) Different methods of working a 38 hour week may apply to individual employees, groups or sections of employees in each location concerned.

- (c) The method of working a 38 hour week may be altered by the employer after giving seven days' notice or such shorter period as may be mutually agreed upon between the employer and the majority of affected employees. Prior to that alteration the employer shall consult with the employees affected.
- (d) Where the employer requires it, employees shall commence their ordinary hours and rest pauses at different times to ensure continuity of service.
- (e) The ordinary starting and finishing times may be altered to suit geographic, safety, climatic or traffic conditions by the employer with the agreement of the majority of employees concerned. Any such altered starting and finishing time will not invoke any penalty payment that would not be payable if the Award spread of hours was observed.
- (f) 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.
- (g)
  - (i) Where the arrangement of ordinary hours of work provides for a rostered day off, the employer and an individual employee and/or the majority of employees concerned may agree to accrue up to a maximum of five rostered days off. Consent to accrue rostered days off shall not be unreasonably withheld by either party.
  - (ii) 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.

## **15.2 Shift work arrangements**

- (a) An employer may require specific work to be performed on the basis of shift work.
- (b) All full-time employees' and part-time employees' rosters will provide for any one of the following combinations of days free from rostered work (known as scheduled days off) in each fortnight:
  - (i) two periods comprising two days each;
  - (ii) three consecutive days and one stand-alone day;
  - (iii) one period of four consecutive days; or
  - (iv) if requested in writing by the employee and agreed to by the employer, an amendment of any of the above combinations so as to enable two stand-alone days free from rostered work.
- (c) Prior to implementing a system of shift work, consultation shall take place between the employer and the affected employees.
- (d) The ordinary working hours of shift workers shall be inclusive of a paid crib break of not less than 30 minutes duration.
- (e) A roster setting out the employees' days of duty and starting and finishing times on such days shall either be displayed in a convenient place or made available electronically to employees at least one work cycle in advance.
- (f) Subject to clauses 15.2(g) and (h), a shift shall consist of not more than 10 hours inclusive of crib time.

- (g) In any arrangement of ordinary working hours where the ordinary hours of duty are to exceed 8 hours on any shift, the arrangement of hours shall be subject to agreement between the employer and the affected employees.
- (h) Except at the regular changeover of shifts, an employee shall not be required to work more than one shift in each 24 hours.

### **15.3 Spread of ordinary hours of duty - day workers**

The spread of ordinary hours for day workers shall be 0600 to 2200 Monday to Sunday.

### **15.4 Payment for working ordinary hours - day workers**

All ordinary hours of duty performed by a day worker within the ordinary spread of hours prescribed in clause 15.3 shall be paid for as follows:

- (a) Monday to Friday - ordinary time, subject to the provisions of clause 13.3;
- (b) between 0000 and 2400 on a Saturday - time and one-half;
- (c) between 0000 and 2400 on a Sunday - time and one-half; and
- (d) between 0000 and 2400 on a public holiday - at the rate prescribed in clause 23.1.

### **15.5 Payment for working ordinary hours - shift workers**

- (a) An employee who works ordinary duty on an afternoon shift or night shift between 0000 Monday and 2400 Friday is to be paid an additional allowance of:
  - (i) 12.5% per afternoon shift worked;
  - (ii) 15% per night shift worked.
- (b) All ordinary hours of duty worked by a shift worker on a weekend or a public holiday shall be paid for as follows:
  - (i) between 0000 and 2400 on a Saturday - time and one-half;
  - (ii) between 0000 and 2400 on a Sunday - time and one-half; and
  - (iii) between 0000 and 2400 on a public holiday - at the rate prescribed in clause 23.1.

## **16. Meal breaks**

- (a) All employees shall be entitled to an unpaid meal break of not less than 30 minutes and not more than 60 minutes to be taken between the fourth and sixth hour after the ordinary starting time each day at times convenient to maintain the continuity of work.
- (b) All work performed during the recognised meal break shall be paid for at double time, with such payment to continue until a meal break is taken.

## **17. Rest pauses**

- (a) All employees 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 the continuity of work where continuity is necessary.
- (b) Having regard to employee's health and welfare, as well as taking into account peak periods of workload, the employer may determine that the rest pauses may be combined into one 20 minute rest pause, with such 20 minute rest pause and the meal break arranged in such a way that the ordinary working day is broken up into three approximately equal working periods.

## **18. Overtime**

### **18.1 Overtime - general**

An employer may require an employee to work reasonable overtime at overtime rates.

### **18.2 Payment for overtime - day workers**

Except as provided elsewhere in clauses 15 and 18:

- (a) All authorised overtime worked by an employee in excess of their ordinary daily hours of duty or outside their spread of ordinary working hours on a Monday to Friday, inclusive, shall be paid at the rate of time and one-half for the first 3 hours and double time thereafter.
- (b) All authorised overtime worked by an employee on their first scheduled day off or a rostered day off shall be paid at the rate of time and one-half for the first 3 hours and double time thereafter with a minimum payment as for 2 hours' work.
- (c) All authorised overtime worked by an employee on a Saturday shall be paid at the rate of time and one-half for the first 3 hours and double time thereafter with a minimum payment as for 2 hours' work.
- (d) All authorised overtime worked by an employee on their second scheduled day off or on a Sunday shall be paid at the rate of double time with a minimum payment as for 2 hours' work.
- (e) All authorised overtime worked by an employee on a public holiday shall be paid at the rate prescribed in clause 23.1.
- (f) The minimum payments provided in clauses 18.2(b), (c) and (d) shall not apply where such overtime is performed immediately preceding or following ordinary hours.

### **18.3 Payment for overtime - shift workers**

- (a) Subject to clause 18.3(b), all shift workers are to be paid for all overtime at the rate of double time.
- (b) All authorised overtime worked by a shift worker on a public holiday shall be paid at the rate prescribed in clause 23.1.

### **18.4 Time off in lieu (TOIL)**

- (a) In lieu of the provisions of clause 18.2 and 18.3, and subject to mutual agreement in writing between the employer and an employee, an employee who works overtime on any day may be



granted time off in lieu of overtime (TOIL) worked equivalent to the number of ordinary hours pay that the employee would have received for such overtime.

- (b) Such TOIL must be taken within twelve months from the date of accrual and at a time mutually agreed between the employee and the employer. Outstanding TOIL shall be paid at the appropriate rate in full at the time of cessation of employment.

#### **18.5 Fatigue leave/rest period after overtime**

- (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 so that 10 consecutive hours off duty has not occurred shall be released after completion of such overtime until 10 consecutive hours off duty occur without loss of pay for ordinary working time occurring during such absence.
- (b) If, on the instructions of the employer, an employee resumes or continues ordinary work without having had 10 consecutive hours off duty the employee shall be paid double rates until released from duty and shall then be entitled to be absent until 10 consecutive hours off duty has occurred without loss of pay for ordinary working time occurring during such absence.
- (c) The provisions of clause 18.9 shall apply to 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 purposes of changing shift rosters; or
  - (ii) when a shift worker does not report for duty; or
  - (iii) where a shift is worked by arrangement between the employees themselves.

### **PART 6 - Leave of Absence and Public Holidays**

#### **19. Annual leave**

Annual leave is provided for in Division 3 of the QES. Clauses 19.1 and 19.2 supplement the QES.

##### **19.1 Period of annual leave**

In lieu of the requirements prescribed at Sections 71EA(1)(b) and (6) of the Act, a continuous shift worker covered by this Section shall be entitled to 5 weeks annual leave.

##### **19.2 Payment for annual leave**

- (a) Subject to clause 19.2(c) an employee (other than a casual employee or a shift worker) proceeding on annual leave is entitled to receive the following payments:
  - (i) an amount equal to the wage rate being paid to the employee immediately before the employee takes the leave for the period of such leave; and
  - (ii) a further amount equal to 17.5% of the wage rate being paid to the employee immediately before the employee takes the leave for the period of such leave.
- (b) Subject to clauses 19.2(c) a shift worker proceeding on annual leave is entitled to receive the following payment:

- (i) an amount equal to the wage rate being paid to the employee immediately before the employee takes the leave for the period of such leave calculated according to the employee's roster or projected roster including shift, weekend or public holiday penalties; or
- (ii) an amount equal to the wage rate being paid to the employee immediately before the employee takes the leave for the period of such leave plus a further amount equal to 17.5% of the salary being paid to the employee immediately before the employee takes the leave for the period of such leave, excluding any shift, weekend or public holiday penalties,

whichever is the higher.

- (c) The supervisor allowance prescribed in clause 13.5 and payable for ordinary time worked shall be included in the wage rate used for calculating an employee's annual leave payment as set out in clauses 19.2(a) and (b).

## **20. Personal leave**

- (a) Personal leave is provided for in Division 4 of the QES and covers:
  - (i) sick leave;
  - (ii) carer's leave;
  - (iii) bereavement leave; and
  - (iv) cultural leave.
- (b) Clauses 20(c) and (d) supplement the QES.
- (c) In addition to the provisions of Subdivision 2 of Division 4 of the QES an employee's accumulated sick leave entitlements are preserved when:
  - (i) the employee is absent from work on unpaid leave granted by the employer;
  - (ii) the employer or employee terminates the employee's employment and the employee is re-employed within three months;
  - (iii) 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.
- (d) An employee's sick leave continues to accrue whilst absent from work on paid leave granted by their employer.

## **21. Parental leave**

See clause 21 of Division 1 - Provisions with common application.

## **22. Long service leave**

- (a) Long service leave, including for casual employees, is provided for in Division 6 of the QES.
- (b) Portability of long service leave entitlements for local government employees is provided for in Division 2, Chapter 8 of the *Local Government Regulation 2010*.

## **23. Public holidays**

Public holidays are provided for in Division 7 of the QES. Clauses 23.1 and 23.2 supplement the QES provisions.

### **23.1 Payment for work on a public holiday**

- (a) An employee (other than a casual employee) who would normally work on a day on which a public holiday falls and who:
  - (i) is not required to work on that day, shall be paid for the ordinary hours the employee would normally have worked if that day had not been a public holiday;
  - (ii) is required to work on the public holiday shall, in addition to the payment prescribed in clause 23.1(a)(i), be paid at the rate of time and one-half for any hours worked, with a minimum payment as for 4 hours' work for the day.
- (b) An employee who would normally work on a day on which a public holiday falls and who performs authorised overtime outside the employee's ordinary working hours for that day shall be paid for such time at double the overtime rate prescribed in clauses 18.2 or 18.3, as the case may be.
- (c) A casual employee who would not normally be required to work on a public holiday but who is required to work on that day shall be paid at the rate of double time and one-half for any hours worked, with a minimum payment as for 4 hours' work for the day.
- (d) The minimum payment provided in clauses 23.1(a) or (c) shall not apply where the work performed on the public holiday is immediately preceding or following ordinary hours.

### **23.2 Substitution**

- (a) Subject to statutory limitations (such as the time work may not be performed on Anzac Day) where there is agreement between the employer and an employee or employees, another ordinary working day may be substituted for a public holiday.
- (b) Where an employee is subsequently required to work on the substituted day they shall be paid at the rate prescribed in clause 23.1.

### **23.3 Rostered day off on a public holiday**

An employee (other than a casual employee) whose rostered day off duty falls on a public holiday shall be granted a day's holiday in lieu at a time to be mutually arranged between the employer and the employee.

## **24. Jury service**

See clause 24 of Division 1 - Provisions with common application.

## **25. Service leave**

See clause 25 of Division 1 - Provisions with common application.

## PART 7 - Union Related Matters

### 26. Union encouragement

See clause 26 of Division 1 - Provisions with common application.

### 27. Union delegates

See clause 27 of Division 1 - Provisions with common application.

### 28. Trade union training leave

- (a) Subject to the conditions set out in clause 28(d), upon written application by an employee to an employer, such application being endorsed by the relevant union and giving to the employer at least one month's notice, the employee shall be granted up to five working days' leave (non-cumulative) on ordinary pay each calendar year to attend courses and seminars conducted by the union or specific training courses approved and accredited by the union.
- (b) Other courses mutually agreed between the union and an employer may be included under clause 28.
- (c) For the purposes of clause 28(a), **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.
- (d) The granting of such leave shall be subject to the following conditions:
  - (i) An employee must have at least 12 months' uninterrupted service with an employer prior to such leave being granted.
  - (ii) This clause shall not apply to an employer with less than 8 full-time employees covered by this Section.
  - (iii) The maximum number of employees under this Section from any one place of employment of the employer attending a course or seminar in each calendar year will be as follows:

(A) where the employer employs between 8 and 29 employees	1
(B) where the employer employs between 30 and 49 employees	2
(C) where the employer employs 50 or more employees	3
  - (iv) 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.
  - (v) 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.
  - (vi) Leave granted to attend courses will not incur additional payment if such course coincides with the employee's rostered day off in 38 hour week working arrangements or with any other concessional leave.
- (e) 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.
- (f) Paid trade union training leave will not affect other leave granted to employees under this Award.

## **29. Right of entry**

See clause 29 of Division 1 - Provisions with common application.

## **PART 8 - Transfers, Travelling, Camps and Equipment**

There are no provisions in Section 1 of Division 3 concerning transfers, travelling, camps or equipment.

## **PART 9 - Training and Related Matters**

### **30. Training**

- (a) A training program commensurate with the needs of the establishment shall be developed by consultation between the employer and aged care services employees consistent with:
  - (i) the current and future skill needs of the enterprise;
  - (ii) the size, structure and nature of the operations of the enterprise;
  - (iii) the need to develop vocational skills relevant to the enterprise and the industry and will be, where appropriate, provided through courses conducted by accredited educational institutions and providers, accredited industry training courses, and internal training.
- (b) A training program developed in accordance with clause 30(a) will have objectives consistent with:
  - (i) developing a more highly skilled and flexible workforce;
  - (ii) providing employees with career opportunities through appropriate training; and
  - (iii) meeting the needs of an enterprise and/or the industry.
- (c) Where it is agreed between the employer and an employee that training in accordance with the program developed pursuant to clause 30(a) should be undertaken by an employee, that training may be undertaken either on or off the job. If the training is undertaken during ordinary working hours the employee concerned shall not suffer any loss of pay.
- (d)
  - (i) Any costs associated with such training, including standard fees for prescribed courses, and prescribed textbooks, incurred in connection with the undertaking of training may be reimbursed by the employer upon production of evidence of expenditure.
  - (ii) Reimbursement may be on an annual basis subject to the presentation of reports of satisfactory progress and/or completion of the course.
- (e) Travel costs incurred by an employee undertaking training in accordance with clause 30 which exceed those normally incurred in travelling to and from work may be reimbursed by the employer.

### **31. Conference leave**

Time off without loss of salary or annual leave may be granted by an employer to an employee to attend approved seminars and/or annual conferences of any recognised institute or other body deemed relevant.

## Division 3 - Section 2 - Community Policing Services

### PART 1 - Coverage and Operation

#### 1. Coverage of Section 2 of Division 3

This Section covers local government employees engaged in the provision of community policing services.

#### 2. Operation and transitional arrangements

See clause 2 of Division 1 - Provisions with common application.

#### 3. Definitions and interpretation

- (a) Definitions with common application are contained in clause 3 of Division 1.
- (b) In this Section, unless the context otherwise requires:

**afternoon shift** means any shift finishing after 1800 and at or before 2400

**Community Police Officer** means an employee who is appointed by a local government to carry out a function under the *Aboriginal and Torres Strait Islander Communities (Justice, Land and Other Matters) Act 1984* and who is responsible for maintaining peace and good order in accordance with by-laws enacted pursuant to such legislation. A Community Police Officer may be required to perform such other duties as determined from time to time by their employer

**Community Police Officer Grade 1** means an employee appointed as such by the employer whose skills and responsibilities exceed those of a Community Police Officer (Base Grade), having regard to the size of the community, special duties required of the position and levels of supervision received

**Community Police Officer-In-Charge** means a Community Police Officer appointed as such who:

- has completed a recognised Police Training Course; and
- has performed a minimum of 4 years' service as a Community Police Officer; and
- has the responsibility for supervision of Community Police Officers

**night shift** means any shift finishing after 2400 and at or before 0800 or any shift commencing at or after 0000 and before 0530

**union** means the following industrial organisation of employees in accordance with its callings:

- The Australian Workers' Union of Employees, Queensland

#### 4. Coverage of the 2017 QLGIA

See clause 4 of Division 1 - Provisions with common application.

#### 5. The Queensland Employment Standards and this Award

See clause 5 of Division 1 - Provisions with common application.

**6. Enterprise flexibility and facilitative award provisions**

See clause 6 of Division 1 - Provisions with common application.

**PART 2 - Dispute Resolution**

**7. Dispute resolution**

See clause 7 of Division 1 - Provisions with common application.

**PART 3 - Types of Employment, Consultation and Termination of Employment**

**8. Types of employment**

A community police officer may be engaged on a full-time or casual basis.

**8.1 Full-time employment**

A full-time community police officer is one who is engaged to work 38 ordinary hours per week as prescribed in clause 15 of this Section.

**8.2 Casual employment**

A casual community police officer is one who is engaged and paid as such and who:

- (a) is to be paid no less than 1/38<sup>th</sup> of the minimum weekly rate for their classification for each ordinary hour worked plus a casual loading of 23%; and
- (b) except where otherwise provided, is entitled to receive, on a *pro rata* basis, the same salary and conditions of employment (including allowances, leave entitlements and public holiday provisions as prescribed in this award) to those of an equivalent full-time employee who performs the same kind of work; and
- (c) is paid a minimum as for one hour's work each engagement.

**9. Termination of employment**

See clause 9 of Division 1 - Provisions with common application.

**10. Redundancy**

See clause 10 of Division 1 - Provisions with common application.

**11. Consultation - Introduction of changes**

See clause 11 of Division 1 - Provisions with common application.

## PART 4 - Minimum Wage and Salary Levels, Allowances and Related Matters

*(Note: The wage rates and salary levels prescribed in this Award do not apply to employees to whom the provisions of Schedule 2 in Division 1 (Supported Wage System) apply.)*

### 12. Classifications and minimum wage and salary levels

Employees covered by Section 2 of Division 3 are to be paid the appropriate minimum wage/salary level as set out in the table below:

Classification Level	As from 1 September 2016		As from 28 February 2017	
	Wage Level	Award Rate <sup>1</sup> Per Week \$ <sup>2</sup>	Wage Level	Award Rate <sup>1</sup> Per Week \$ <sup>2</sup>
Community Police Officer-In-Charge (with 9 or more employees)	6A	830.00	6	830.00
Community Police Officer-In-Charge (with less than 9 employees)	4B	796.00	4	796.00
Community Police Officer (Grade 1)	3B	777.50	3	777.50
Community Police Officer <sup>3</sup>	2B	755.50	2	755.50

Notes:

<sup>1</sup> Includes the arbitrated wage adjustment payable under the 1 September 2016 Declaration of General Ruling.

<sup>2</sup> Rounded to the nearest \$0.50.

<sup>3</sup> As a result of translation to this wage level, Community Police Officers are to be paid an additional \$3.00 per week (which shall be adjusted by General Rulings and rounded to the nearest \$0.10.)

### 13. Allowances

In addition to the allowances prescribed in clause 13 of Division 1 - Provisions with common application, the following provisions apply to employees covered by this Section.

#### 13.1 Divisional and District parities

See clause 13.1 of Division 1 - Provisions with common application.

#### 13.2 First-aid allowance

Where an employer appoints an employee who holds an appropriate first-aid certificate as a first-aid attendant the employee shall be paid an additional \$16.40 per week in which the employee works three days or more.

#### 13.3 Overtime meal allowance

An employee required to work overtime for more than one hour shall be paid \$12.35 for each meal between their ordinary ceasing time and the completion of overtime worked.

#### 13.4 Adjustment of monetary allowances

- The first-aid allowance prescribed at clause 13.2 shall be automatically adjusted from the same date and in the same manner as monetary allowances are adjusted in any State Wage Case decision or other decision of the Commission adjusting minimum wage rates in this Award.
- At the time of any adjustment to the wage rates in this Award the expense related allowance at clause 13.3 (overtime meal allowance) shall be automatically adjusted by the relevant adjustment



factor. The relevant adjustment factor for this purpose is the percentage movement in the applicable index figure most recently published by the Australian Bureau of Statistics since the allowance was last adjusted.

- (c) The applicable index figure is the index figure published by the Australian Bureau of Statistics for the Eight Capitals Consumer Price Index, as follows:

<u>Allowance</u>	<u>Eight Capitals Consumer Price Index</u> <u>(ABS Cat No. 6401.0 - Table 7)</u>
Overtime meal allowance <i>(last adjusted 1 September 2016)</i>	Take-away and fast foods sub-group

## **14. Superannuation**

See clause 14 of Division 1 - Provisions with common application.

## **PART 5 - Hours of Work and Related Matters**

### **15. Hours of duty**

#### **15.1 Hours of duty - day workers**

- (a) The ordinary working hours of employees shall be an average of 38 hours per week and shall not exceed 152 hours within a work cycle not exceeding 28 consecutive days.
- (b) Such ordinary hours of work shall be worked Monday to Sunday inclusive and shall be determined by the employer after consultation with the employees concerned.

#### **15.2 Hours of duty - shift workers**

- (a) The ordinary working hours of employees shall be an average of 38 hours per week inclusive of crib time and shall not exceed 152 hours in 28 consecutive days.
- (b) Where broken shifts are worked there shall not be more than 16 hours between the starting and finishing time on any one day.

#### **15.3 Shift work arrangements**

- (a) Shift work shall be worked by employees as required by the employer in accordance with a roster established in consultation with the Community Police Officer-In-Charge.
- (b) Employees shall be notified one week in advance of the roster. However, in emergent circumstances, the roster may be changed without notice.

#### **15.4 Afternoon and night shift allowances**

- (a) An employee engaged on an afternoon shift or a night shift, as established pursuant to clause 15.3(a), shall be paid an additional allowance for each ordinary hour worked on such shift as follows:
  - (i) afternoon shift - 12.5%
  - (ii) night shift - 15%.

- (b) The allowances prescribed in clause 15.4(a) shall not apply to shift work performed between midnight on Friday and midnight on Sunday when the payment prescribed in clause 15.5 shall apply.

### **15.5 Weekend penalty rates**

All ordinary time worked between midnight on Friday and midnight on Sunday shall be paid for at one and one-half times the ordinary rate.

## **16. Meal breaks**

### **16.1 Meal breaks - other than shift workers**

Employees other than shift workers who are employed for at least 6 hours on any day shall be allowed not less than 30 minutes nor more than 60 minutes for a meal break between the fourth and sixth hours of duty.

### **16.2 Meal breaks - shift workers**

Employees employed on shift work shall be allowed a paid crib meal break of 30 minutes to be taken as near as practicable to the middle of the employee's shift and so as not to interfere with the continuity of work where continuity is necessary.

## **17. Rest pauses**

Employees shall be entitled to a rest pause of 10 minutes duration in the employer's time in the first and second half of their daily work. Rest pauses shall be taken at such times as will not interfere with the continuity of work where continuity is necessary.

## **18. Overtime**

- (a) Subject to clauses 18(b) and (c) all time worked in excess of ordinary working hours shall be deemed to be overtime and shall be paid at the rate of time and one-half for the first 3 hours and double time thereafter.
- (b) Where more than one shift per day is worked, overtime shall be paid for at the rate of double time.
- (c) All overtime worked by the employee on a Sunday or a rostered day off shall be paid for at the rate of double time with a minimum payment as for 2 hours' work, provided that this minimum payment shall not apply in respect of overtime worked at the conclusion of an ordinary shift nor in respect of overtime which is continuous with overtime commenced on the previous day.

## **PART 6 - Leave of Absence and Public Holidays**

### **19. Annual leave**

Annual leave is provided for in Division 3 of the QES. Clauses 19.1 and 19.2 supplement the QES.

#### **19.1 Period of annual leave**

In lieu of the requirements prescribed at Sections 71EA(1)(b) and (6) of the Act, a continuous shift worker covered by this Section shall be entitled to 5 weeks annual leave.

## **19.2 Payment for annual leave**

- (a) An employee (other than a casual employee or a shift worker) proceeding on annual leave is entitled to receive the following payments:
  - (i) an amount equal to the wage rate being paid to the employee immediately before the employee takes the leave for the period of such leave; and
  - (ii) a further amount equal to 17.5% of the wage rate being paid to the employee immediately before the employee takes the leave for the period of such leave.
- (b) A shift worker proceeding on annual leave is entitled to receive the following payment:
  - (i) an amount equal to the wage rate being paid to the employee immediately before the employee takes the leave for the period of such leave calculated according to the employee's roster or projected roster including shift, weekend or public holiday penalties; or
  - (ii) an amount equal to the wage rate being paid to the employee immediately before the employee takes the leave for the period of such leave plus a further amount equal to 17.5% of the salary being paid to the employee immediately before the employee takes the leave for the period of such leave, excluding any shift, weekend or public holiday penalties,

whichever is the higher.

## **20. Personal leave**

- (a) Personal leave is provided for in Division 4 of the QES and covers:
  - (i) sick leave;
  - (ii) carer's leave;
  - (iii) bereavement leave; and
  - (iv) cultural leave.
- (b) Clauses 20(c) and (d) supplement the QES.
- (c) In addition to the provisions of Subdivision 2 of Division 4 of the QES an employee's accumulated sick leave entitlements are preserved when:
  - (i) the employee is absent from work on unpaid leave granted by the employer;
  - (ii) the employer or employee terminates the employee's employment and the employee is re-employed within three months;
  - (iii) 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.
- (d) An employee's sick leave continues to accrue whilst absent from work on paid leave granted by their employer.

## **21. Parental leave**

See clause 21 of Division 1 - Provisions with common application.

## **22. Long service leave**

- (a) Long service leave, including for casual employees, is provided for in Division 6 of the QES.
- (b) Portability of long service leave entitlements for local government employees is provided for in Division 2, Chapter 8 of the *Local Government Regulation 2010*.

## **23. Public holidays**

Public holidays are provided for in Division 7 of the QES. Clauses 23.1 and 23.2 supplement the QES provisions.

### **23.1 Payment for work on a public holiday**

- (a) An employee (other than a casual employee) who would normally work on a day on which a public holiday falls and who:
  - (i) is not required to work on that day, shall be paid for the ordinary hours the employee would normally have worked if that day had not been a public holiday;
  - (ii) is required to work on the public holiday shall, in addition to the payment prescribed in clause 23.1(a)(i), be paid at the rate of time and one-half for any hours worked, with a minimum payment as for 4 hours' work for the day.
- (b) An employee who would normally work on a day on which a public holiday falls and who performs authorised overtime outside the employee's ordinary working hours for that day shall be paid for such time at double the overtime rate prescribed in clause 18.2.
- (c) A casual employee who would not normally be required to work on a public holiday but who is required to work on that day shall be paid at the rate of double time and one-half for any hours worked, with a minimum payment as for 4 hours' work for the day.
- (d) The minimum payment provided in clauses 23.1(a)(ii) or (c) shall not apply where the work performed on the public holiday is immediately preceding or following ordinary hours.

### **23.2 Substitution**

- (a) Subject to statutory limitations (such as the time work may not be performed on Anzac Day) where there is agreement between the chief executive and an employee or employees, another ordinary working day may be substituted for a public holiday.
- (b) Where an employee is subsequently required to work on the substituted day they shall be paid at the rate prescribed in clause 23.1.

### **23.3 Rostered day off on a public holiday**

An employee (other than a casual employee) whose rostered day off duty falls on a public holiday shall be granted a day's holiday in lieu at a time to be mutually arranged between the employer and the employee or paid an additional day's pay.

## **24. Jury service**

See clause 24 of Division 1 - Provisions with common application.

**25. Service leave**

See clause 25 of Division 1 - Provisions with common application.

**PART 7 - Union Related Matters**

**26. Union encouragement**

See clause 26 of Division 1 - Provisions with common application.

**27. Union delegates**

See clause 27 of Division 1 - Provisions with common application.

**28. Trade union training leave**

There are no provisions concerning trade union training leave in this Section.

**29. Right of entry**

See clause 29 of Division 1 - Provisions with common application.

**PART 8 - Uniforms**

**30. Uniforms**

Each employee covered by this Section shall be supplied with uniforms by their employer. Uniforms shall remain the property of the employer and shall be replaced when the employer is satisfied that a replacement is necessary.

**PART 9 - Training and Related Matters**

**31. Training, learning and development**

The parties to this Section recognise that in order to increase the efficiency and productivity of the enterprise 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.

## **Division 3 - Section 3 - Health, Sports and Fitness Services**

### **PART 1 - Coverage and Operation**

#### **1. Coverage of Section 3 of Division 3**

This Section covers local government employees engaged in the delivery of health, sports and fitness services or as a support worker in the delivery of such services.

#### **2. Operation and transitional arrangements**

See clause 2 of Division 1 - Provisions with common application.

#### **3. Definitions and interpretation**

(a) Definitions with common application are contained in clause 3 of Division 1.

(b) In this Section, unless the context otherwise requires:

**union** means the following industrial organisation of employees in accordance with its callings:

- United Voice, Industrial Union of Employees, Queensland

#### **4. Coverage of the 2017 QLGIA**

See clause 4 of Division 1 - Provisions with common application.

#### **5. The Queensland Employment Standards and this Award**

See clause 5 of Division 1 - Provisions with common application.

#### **6. Enterprise flexibility and facilitative award provisions**

See clause 6 of Division 1 - Provisions with common application.

### **PART 2 - Dispute Resolution**

#### **7. Dispute resolution**

See clause 7 of Division 1 - Provisions with common application.

### **PART 3 - Types of Employment, Consultation and Termination of Employment**

#### **8. Types of employment**

A health, sports or fitness services employee, or a support worker engaged in the delivery of such services, may be employed on a full-time, part-time or casual basis. Employees shall be advised in writing of their employment category and wage level upon engagement.

##### **8.1 Full-time employment**

A full-time health, sport or fitness services employee, or support worker, is one who is engaged to work an average of 38 ordinary hours per week as prescribed in clause 15 of this Section.

## 8.2 Part-time employment

- (a) A part-time employee is an employee who:
- (i) is engaged to work a regular pattern of hours which is not less than 16 hours nor more than 32 hours per week; and
  - (ii) receives, on a *pro rata* basis, the same salary and conditions of employment to those of an equivalent full-time employee who performs the same kind of work.
- (b) At the time of engagement, the employer and the employee must agree in writing on the number of ordinary hours worked each week and the work pattern of these hours.
- (c) Any change to the weekly ordinary hours will be by mutual agreement, in writing.
- (d) For each ordinary hour worked a part-time employee shall be paid no less than 1/38th of the minimum weekly rate of pay for their classification.
- (e) A part-time employee shall be entitled to a minimum daily engagement of 3 hours.
- (f) By mutual agreement with their employer a part-time employee may elect to work additional ordinary hours above their regular hours, up to and including full-time equivalent hours. The additional hours so worked are also to be taken into account in the *pro rata* calculation of all entitlements.

## 8.3 Casual employment

- (a) A casual employee is an employee who is engaged and paid as such.
- (b) A casual employee will not work more than 38 ordinary hours per week.
- (c) (i) For each ordinary hour worked a casual employee shall be paid no less than 1/38th of the minimum weekly rate of pay for their classification plus a casual loading of 23%. The loading constitutes part of the casual employee's salary for the purpose of calculating overtime payments, where relevant.
- (ii) The casual loading shall not be applied when calculating payments for work performed on a weekend or a public holiday.
- (d) The minimum period of engagement of casual employees covered by this Section is prescribed in the table below:

Classification/Role	Minimum engagement
• Aquatic Instructor	1 hour
• Group Fitness Instructor	1 hour
• Indoor sports umpire	1 hour
• Personal Trainer	1 hour
• All others	2 hours

## 9. Termination of employment

See clause 9 of Division 1 - Provisions with common application.

**10. Redundancy**

See clause 10 of Division 1 - Provisions with common application.

**11. Consultation - Introduction of changes**

See clause 11 of Division 1 - Provisions with common application.

**PART 4 - Minimum Wage and Salary Levels, Allowances and Related Matters**

*(Note: The wage rates and salary levels prescribed in this Award do not apply to employees to whom the provisions of Schedule 2 in Division 1 (Supported Wage System) apply.)*

**12. Classifications and minimum wage and salary levels****12.1 Minimum wage levels**

- (a) Subject to clauses 12(b) to (e), inclusive, all employees covered by Section 3 of Division 3 are to be classified into an appropriate classification and level in accordance with the classification structure set out in Schedule 1 in this Section with minimum wage and salary levels for employees 20 years of age and above to be as set out in the table below:

Classification	As from 1 September 2016		As from 28 February 2017	
	Wage Level	Award Rate <sup>1</sup> Per Week \$ <sup>2</sup>	Wage Level	Award Rate <sup>1</sup> Per Week \$ <sup>2</sup>
<b>Fitness industry workers</b>				
Support staff, level 1	1A	728.50	1	734.00
Support staff, level 2	1A	728.50	1	734.00
Fitness instructor, level 1	1A	728.50	1	734.00
Fitness instructor, level 2	1A	728.50	1	734.00
Fitness instructor, level 3	2A	749.00	2	755.50
Fitness trainer, level 4	3B	777.50	3	777.50
Fitness trainer/therapist, level 5	5A	808.50	5	808.50
Fitness therapist, level 6	6A	830.00	6	830.00
<b>Swim school workers</b>				
Swim school worker, level 1	1A	728.50	1	734.00
Swim school worker, level 2	1A	728.50	1	734.00
Swim school worker, level 3	2A	749.00	2	755.50
Swim school worker, level 4	3B	777.50	3	777.50
<b>Indoor sports centre workers</b>				
Indoor sports centre worker, level 1	1A	728.50	1	734.00
Indoor sports centre worker, level 2	1A	728.50	1	734.00
Indoor sports centre worker, level 3	3A	769.50	3	777.50
<b>Support staff, swim schools and indoor sports venues</b>				
Support staff, level 1	1A	728.50	1	734.00
Support staff, level 2	1A	728.50	1	734.00
Support staff, level 3	2A	749.00	2	755.50



Notes:

<sup>1</sup> Includes the arbitrated wage adjustment payable under the 1 September 2016 Declaration of General Ruling.

<sup>2</sup> Rounded to the nearest \$0.50.

- (b) An employee under 20 years of age who holds formal qualifications in one of the classifications listed in clause 12.2(a) shall be paid the aged 20 years and over rate of salary prescribed in that clause.
- (c) An employee classified as a fitness instructor Level 2 or above required to perform the functions of Group/Aqua Instructor shall receive an additional payment equal to 60% of their ordinary hourly rate.
- (d) This additional payment shall be used to calculate all entitlements arising from this Section, including casual hourly rates of pay, and be paid for a minimum of one hour on all occasions.

## 12.2 Juniors

- (a) Subject to clause 12.1(b) the minimum salaries payable to junior employees 20 years of age and under are prescribed in the table below:

Age	Percentage of minimum adult rate
17 years of age and under	65%
18 and under 19 years of age	75%
19 and under 20 years of age	85%
20 years of age and over	100%

- (b) Junior rates shall be calculated to the nearest \$0.10.

## 12.3 Movement between classification levels

- (a) Progression from one level to another will occur through appointment of an employee by an employer to a position which primarily requires the exercise of skills and responsibilities characteristic of a particular level. Accordingly the employer shall have regard to the following principles:
  - the level of supervision, autonomy, problem solving and decision-making capability relevant to and within each classification level;
  - the overall requirements of the job consistent with employer human relations strategies and business needs;
  - possession of qualifications and/or relevant industry experience and the ability to satisfactorily apply their competencies to the job on a regular basis (where applicable);
  - payment for skills required and used on a regular basis and not skills and/or qualifications possessed; and
  - regular operation and/or maintenance of equipment.
- (b) In view of the above, re-classification does not automatically occur when particular tasks or new tasks are performed.
- (c) An employee seeking re-classification to a higher level must provide evidence to satisfy all or most of the principles stated above. Evidence would include assessment outcomes in the form of a qualification or statement of attainment issued by a registered training organisation, RPL

determinations or other methods or processes that the employer may develop consistent with human resource strategies.

- (d) Any dispute arising from the operation of the above arrangements shall be subject to the dispute settlement procedure contained in clause 7.1 of Division 1.

### 13. Allowances

In addition to the allowances prescribed in clause 13 of Division 1 - Provisions with common application, the following provisions apply to employees covered by this Section.

#### 13.1 Divisional and District parities

See clause 13.1 of Division 1 - Provisions with common application.

#### 13.2 Overtime meal allowance

An employee, other than a casual, required to work overtime for more than 2 hours after the cessation of their daily work shall either be provided with a meal by the employer or be paid a meal allowance of \$12.35.

#### 13.3 Supervisory allowance for support staff

Staff who are required to supervise other support staff shall be paid the following additional amounts:

Number of support staff supervised	Per week \$
Up to and including 3 employees	17.90
More than 3 employees	26.60

#### 13.4 Adjustment of monetary allowances

- (a) The monetary allowance specified in clause 13.3 (supervisory allowance) shall be automatically adjusted from the same date and in the same manner as monetary allowances are adjusted in any State Wage Case decision or other decision of the Commission adjusting minimum wage rates in this Award.
- (b) At the time of any adjustment to the wage rates in this Award the expense related allowance at clauses 13.2 (overtime meal allowance) shall be automatically adjusted by the relevant adjustment factor. The relevant adjustment factor for this purpose is the percentage movement in the applicable index figure most recently published by the Australian Bureau of Statistics since the allowance was last adjusted.
- (c) The applicable index figure is the index figure published by the Australian Bureau of Statistics for the Eight Capitals Consumer Price Index, as follows:

#### Allowance

#### Eight Capitals Consumer Price Index (ABS Cat No. 6401.0 - Table 7)

Overtime meal allowance  
(last adjusted 1 September 2016)

Take-away and fast foods sub-group

### 14. Superannuation

See clause 14 of Division 1 - Provisions with common application.

## **PART 5 - Hours of Work and Related Matters**

### **15. Hours of duty**

- (a) Subject to clause 15(c) the ordinary hours of duty shall be not more than an average of 38 per week to be worked on any five consecutive days out of seven with two full days off each week.
- (b) The ordinary hours of duty shall be performed within a spread of hours between 0530 and 2400 except in the case of employees engaged to perform work in swim schools where ordinary hours of duty performed outside of such spread of hours are to be paid at the rate of time and one-half.
- (c) Notwithstanding clause 15(a) an employer and an employee may agree that the ordinary hours of work may be arranged as follows:
  - (i) 38 hours within a work cycle not exceeding 7 consecutive days;
  - (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.
- (d) The ordinary hours of work are to be worked each day in either one or two shifts totalling not more than:
  - (i) for full-time employees - 8 hours (or by prior mutual agreement 10 hours);
  - (ii) for part-time employees - 8 hours (or by prior mutual agreement 10 hours), provided that no shift shall be less than 3 consecutive hours in duration and there shall be not more than two such shifts per day within a span of 12 hours from start of the first shift to the end of the second shift; or
  - (iii) for casual employees - 8 hours (or by prior mutual agreement 10 hours), exclusive of any breaks.
- (e) All employees, other than casuals, shall work ordinary hours in accordance with a roster. Each employee shall be advised of their rostered hours at least seven days prior to the roster coming into effect. Such roster may be changed without notice in the case of an emergency or, in other cases, by either mutual agreement or by the giving of seven days' notice.
- (f) **Weekend penalty rates**
  - (i) All ordinary time worked by an employee, including a casual employee, between midnight Friday and midnight Saturday shall be paid for at the rate of time and one-quarter.
  - (ii) All ordinary time worked by an employee, including a casual employee, between midnight Saturday and midnight Sunday shall be paid for at the rate of time and one-half.
  - (iii) The casual loading shall not be applied to hourly rates when calculating entitlements for work performed on a weekend.

## **16. Meal breaks**

- (a) Every employee shall be entitled to a meal break of not less than 30 minutes nor more than 60 minutes for breakfast, lunch or dinner, as the case may be.
- (b) No employee shall work for more than 5 hours without a meal break except where overtime of one and one-half hour's duration or less is being worked immediately following an employee's ordinary ceasing time.
- (c) Where an employee is required to work through their normal meal break, the employee shall be paid at the rate of double time for all work so performed until a 30 minute break can be taken or until the employee ceases work for the day, whichever event occurs earlier.

## **17. Rest pauses**

- (a) Full-time employees who work a minimum of 7.6 consecutive ordinary hours (excluding the meal break) on any day shall receive a rest pause of 10 minutes duration in the employer's time in the first half and second half of each day worked.
- (b)
  - (i) Part-time and casual employees who work a minimum of 4 consecutive ordinary hours but less than 7.6 consecutive ordinary hours on any one day shall receive a rest pause of 10 minutes duration in the employer's time.
  - (ii) Part-time and casual employees who work a minimum of 7.6 consecutive ordinary hours (excluding the meal break) on any one day shall receive a rest pause of 10 minutes duration in the first half and the second half of the period worked.
- (c) Rest pauses shall be taken at times to suit the convenience of the employer and so as not to interfere with the continuity of work where continuity is necessary.
- (d) Notwithstanding the provisions of clauses 17(a) and (b)(ii), where the employer and employee agree the rest pauses may be combined so that the employee has one rest pause of 20 minutes duration.
- (e) An instructor who, immediately after leading a Group/Aqua exercise class, is required to attend to other duties which require a change of attire shall be permitted a paid "shower break" of not more than 15 minutes.

## **18. Overtime**

- (a) All time worked by an employee in excess of the daily hours prescribed or outside the spread of ordinary hours prescribed in clause 15.1(b), shall be paid for at time and one-half for the first 3 hours and double time thereafter.
- (b) All time worked by an employee, other than a casual, on a rostered day off shall be paid for at time and one-half for the first 3 hours and double time thereafter.
- (c) An employer may require an employee to work reasonable overtime at overtime rates, as a condition of employment, and the employee shall work overtime in accordance with any such requirement.
- (d) Full-time and part-time employees will be given 10 clear hours off duty between finishing work on one day and starting work on the next day or be paid at overtime rates for all time worked until the employee has had 10 clear hours off duty.

## **PART 6 - Leave of Absence and Public Holidays**

### **19. Annual leave**

#### **19.1 Payment for annual leave**

An employee (other than a casual employee) proceeding on annual leave is entitled to receive the following payments:

- (a) an amount equal to the wage rate being paid to the employee immediately before the employee takes the leave for the period of such leave; and
- (b) a further amount equal to 17.5% of the wage rate being paid to the employee immediately before the employee takes the leave for the period of such leave.

#### **19.2 Annual close down**

- (a) 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 the section or sections concerned, the following provisions shall apply:
  - (i) by the giving of not less than 90 days' notice the employer may direct all employees in the section or sections concerned to take leave for the duration of the closedown and allow those who are not then qualified for sufficient annual leave to cover the period of the close down to take paid leave on a proportionate basis and to take such accumulated time off/rostered days off as may be available to the employee to apply towards the close down period.
  - (ii) all time during which an employee is stood down without pay for the purpose of clause 19.2(a)(i) shall count as service in the next 12 monthly qualifying period.
- (b) Notwithstanding clause 19.2(a), where there is agreement between the employer and the majority of employees concerned, the employer may close down its operations or a section or sections thereof on one additional occasion in any 12 month period for the purpose of allowing additional annual leave for a period agreed with its employees.

### **20. Personal leave**

- (a) Personal leave is provided for in Division 4 of the QES and covers:
  - (i) sick leave;
  - (ii) carer's leave;
  - (iii) bereavement leave; and
  - (iv) cultural leave.
- (b) Clauses 20(c) and (d) supplement the QES.
- (c) In addition to the provisions of Subdivision 2 of Division 4 of the QES an employee's accumulated sick leave entitlements are preserved when:
  - (i) the employee is absent from work on unpaid leave granted by the employer;

- (ii) the employer or employee terminates the employee's employment and the employee is re-employed within three months;
- (iii) 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.
- (d) An employee's sick leave continues to accrue whilst absent from work on paid leave granted by their employer.

## **21. Parental leave**

See clause 21 of Division 1 - Provisions with common application.

## **22. Long service leave**

- (a) Long service leave, including for casual employees, is provided for in Division 6 of the QES.
- (b) Portability of long service leave entitlements for local government employees is provided for in Division 2, Chapter 8 of the *Local Government Regulation 2010*.

## **23. Public holidays**

Public holidays are provided for in Division 7 of the QES. Clauses 23.1 to 23.3 supplement the QES provisions.

### **23.1 Payment for work on a public holiday**

- (a) An employee (other than a casual employee) who would normally work on a day on which a public holiday falls and who:
  - (i) is not required to work on that day, shall be paid for the ordinary hours the employee would normally have worked if that day had not been a public holiday;
  - (ii) is required to work on the public holiday shall, in addition to the payment prescribed in clause 23.1(a)(i), be paid at the rate of time and one-half for any hours worked, with a minimum payment as for 4 hours' work for the day.
- (b) An employee who would normally work on a day on which a public holiday falls and who performs authorised overtime outside the employee's ordinary working hours for that day shall be paid for such time at double the overtime rate prescribed in clause 18.
- (c) A casual employee who would not normally be required to work on a public holiday but who is required to work on that day shall be paid at the rate of double time and one-half for any hours worked, with a minimum payment as for 4 hours' work for the day.
- (d) The minimum payment provided in clauses 23.1(a) or (c) shall not apply where the work performed on the public holiday is immediately preceding or following ordinary hours.

### **23.2 Substitution**

- (a) Subject to statutory limitations (such as the time that work may not be performed on Anzac Day) where there is agreement between the employer and an employee or employees, another ordinary working day may be substituted for a public holiday.
- (b) Where an employee is subsequently required to work on the substituted day they shall be paid at the rate prescribed in clause 23.1.

### **23.3 Employees who do not ordinarily work Monday to Friday of each week**

- (a) An employee (other than a casual employee) who does not ordinarily work Monday to Friday of each week is entitled to public holidays as follows:
  - (i) either payment for each public holiday or a substituted day's leave.
  - (ii) where a public holiday would have fallen on a Saturday or a Sunday (e.g. Australia Day) but is substituted for another day, an employee (other than a casual employee) who would ordinarily have worked on such Saturday or Sunday but who is not rostered to work on such day is entitled to payment for the public holiday or a substituted day's leave.
- (b) Where Christmas Day falls on a Saturday or a Sunday and the public holiday is observed on another day, an employee required to work on Christmas Day (i.e. 25 December) is to be paid at the usual rate of time and three-quarters for work performed on a Saturday and double time in the case of work performed on a Sunday.
- (c) For the purpose of clause 23.3(a) **payment for each public holiday and a substituted day's leave** means:
  - (i) for full-time employees: 7.6 hours at ordinary rates; and
  - (ii) for part-time employees: the number of ordinary hours normally worked on the same day of the week on which the holiday falls.
- (d) Nothing in clause 23.3 confers a right to any employee to payment for a public holiday as well as a substituted day in lieu.

### **24. Jury service**

See clause 24 of Division 1 - Provisions with common application.

### **25. Service leave**

See clause 25 of Division 1 - Provisions with common application.

## **PART 7 - Union Related Matters**

### **26. Union encouragement**

See clause 26 of Division 1 - Provisions with common application.

### **27. Union delegates**

See clause 27 of Division 1 - Provisions with common application.

### **28. Trade union training leave**

- (a) Subject to the conditions set out in clause 28(d), upon written application by an employee to an employer, such application being endorsed by the relevant union and giving to the employer at least one month's notice, the employee shall be granted up to five working days' leave (non-cumulative) on ordinary pay each calendar year to attend courses and seminars conducted by the union or specific training courses approved and accredited by the union.
- (b) Other courses mutually agreed between the union and an employer may be included under

clause 28.

- (c) For the purposes of clause 28(a), **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.
- (d) The granting of such leave shall be subject to the following conditions:
  - (i) An employee must have at least 6 months' uninterrupted service with an employer prior to such leave being granted.
  - (ii) This clause shall not apply to an employer where the number of ordinary hours worked by employees covered by this Section is less than 400 hours per week.
  - (iii) Unless agreed otherwise, the maximum number of employees under this Section from any one place of employment of the employer attending a course or seminar in the one calendar year shall be two.
  - (iv) 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.
  - (v) 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.
  - (vi) Leave granted to attend courses will not incur additional payment if such course coincides with the employee's rostered day off in 38 hour week working arrangements or with any other concessional leave.
- (e) 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.
- (f) Paid trade union training leave will not affect other leave granted to employees under this Award.

## **29. Right of entry**

See clause 29 of Division 1 - Provisions with common application.

## **PART 8 - Uniforms**

### **30. Uniforms**

- (a) If an employer requires an employee to wear a corporate uniform, the employer will provide the uniform to the employee free of charge and, where necessary, reimburse the employee as part of the maintenance program for any cost incurred by the employee incurred in repairing any items.
- (b) Any such uniforms supplied free of charge by the employer remain the employer's property and must be returned at time of termination.

## **PART 9 - Training and Related Matters**

### **31. Training, learning and development**

- (a) The parties commit themselves to continuing and upgrading the training provided to employees.
- (b) It is agreed that the parties will co-operate in ensuring that training is maintained and improved.



- (c) This training will form the basis of an enhanced career structure in the industry.

## **Division 3 - Section 3 - Schedule 1 (Classifications - Health, Sports and Fitness Services)**

### **Fitness industry workers**

#### **Fitness instructor - gym, group, aqua**

##### **Definitions**

**Gym instructor** shall mean an employee involved in all aspects of fitness instruction other than Group or Aqua exercise programs

**Group instructor** shall mean an employee who leads any form of group or aerobic exercise program to music

**Aqua instructor** shall mean an employee who leads any form of water based group or aerobic exercise program to music

The following describes the nature of the work performed by Fitness instructors (Gym, Group, Aqua) levels 1, 2, and 3.

- Designs and delivers exercise programs for low risk (apparently healthy) individuals in a controlled environment. A person trained in fitness activity possesses specific competencies to instruct low risk (apparently healthy) individual and group clients in specified work environments, under predictable circumstances.
- A Fitness Instructor facilitates skill transfer or development to clients in order that they may exercise independently or with minimal supervision. This requires the Instructor to be able to:
  - conduct an initial client induction including basic screening, fitness appraisal, program development and exercise instruction;
  - design individualised training programs within the context of a long-term plan;
  - critique technique and apply a variety of appropriate instructional strategies in a range of exercise modalities; and
  - regularly appraise client's fitness and skill acquisition and modify their program accordingly.

#### **Fitness trainer - personal trainer, specific populations**

- Designs and delivers exercise programs for low risk (apparently healthy) individuals (in small groups) in a somewhat less controlled environment. Possesses a wide range of relevant instructing and fitness-specific competencies and facilitates the development in clients of a fit and healthy lifestyle in a range of environments.
- A Fitness trainer works with low risk (apparently healthy) clients in both predictable and unpredictable circumstances. A Fitness trainer must be able to:
  - develop, conduct and evaluate long term periodised fitness plans;
  - evaluate and analyse the performance of individual clients or groups in a variety of fitness settings;
  - provide advice on a range of areas related to health and fitness;
  - undertake basic dynamic postural screening using applied biomechanics;
  - apply teaching methods and instructional styles in a variety of indoor and outdoor fitness settings; and
  - supervise and train other fitness staff.

- A Fitness trainer may take further vocational training in other areas, such as:
  - musculoskeletal rehabilitation exercise instruction after referral from and under any guidelines set by a medical or suitably qualified allied health professional;
  - exercise for specific population groups; and
  - lifestyle planning and behaviour modification.

### **Fitness therapist**

- A Fitness therapist:
  - delivers and monitors exercise interventions for moderate risk people, working in close operation with suitably credentialed allied health professionals and/or medical practitioners;
  - is skilled in working in a variety of environments relating to the delivery of higher level fitness training, sports conditioning and other fitness and health related activities;
  - is involved in the delivery of exercise programs for moderate (at risk) clients in a range of unpredictable circumstances, and be involved in program design or modification for low risk clients but not moderate (at risk) clients.
- A Fitness therapist is able to:
  - work in a variety of environments e.g. hospital, fitness centre, private home, portable gym;
  - deliver corrective exercise and rehabilitation for at risk specific populations in collaboration with and under the guidance and supervision of allied health professionals, e.g. physiotherapists;
  - plan, modify and deliver higher level fitness training, sports conditioning, sports training, dealing with elite athletes;
  - manage GP referrals requesting admission into and supervision within specific approved programs;
  - liaise with a range of other professionals from both the fitness and health industries, and engage in project management and health promotional activities; and
  - carry out the functions of middle management, including staff management and training.

### **Levels**

Fitness industry workers (as above) shall be paid at the appropriate level in line with the following definitions, so far as they are applicable to the type of work performed:

#### **Fitness instructor - Level 1**

- Employees at this level:
  - do not have previous experience in the industry; and
  - do not possess industry recognised qualifications; and/or
  - are undertaking industry recognised training and are employed to carry out work associated with the classification of Fitness instructor.
- Employees shall work under direct supervision according to specific instructions and procedures, which are prescribed by a more senior instructor or appropriately qualified manager.
- During this period employees shall become familiar with all aspects of the establishment's operations of the establishment in which they work.

#### **Fitness instructor - Level 2**

- Employees at this level:

- shall have relevant industry experience; and/or
  - be recognised at Certificate III level of the Fitness Industry Training Package; and
  - are employed to carry out work associated with the role of Fitness instructor in the designated specialisation of gym, group or aqua.
- Employees at this level shall work under general supervision which requires operation within defined areas of responsibility with adherence to established guidelines and procedures.

### **Fitness instructor - Level 3**

In addition to skills and training required by a level 2 - Fitness instructor, a level 3 employee shall be accredited through the National Instructor Registration program by Fitness Australia.

### **Fitness trainer - Level 4**

- Employees at this level:
  - hold a Certificate IV level of the Fitness Industry Training Package; and/or
  - are employed to carry out work associated with the classification of Fitness trainer in the designated specialisation of Fitness trainer - personal trainer, specific populations.
- Employees at this level work under limited supervision and guidance and are required to exercise initiative and judgement in the performance of their duties.
- Employees in this level receive broad instructions and their work is checked intermittently.

### **Fitness trainer/Fitness therapist - Level 5**

- Employees at this level:
  - hold a Certificate IV level of the Fitness Industry Training Package; and/or
  - are accredited through the National Instructor Registration program by Fitness Australia; and
  - are employed to carry out work associated with the classification of Fitness trainer in the designated specialisation of Fitness trainer/Fitness therapist; or
- Hold a Diploma level qualification of the Fitness Industry Training Package and are employed to carry out work associated with the classification of Fitness therapist.

### **Fitness therapist - Level 6**

Employees at this level hold a Diploma level qualification of the Fitness Industry Training Package and/or are accredited through the National Instructor Registration program by Fitness Australia and are employed to carry out work associated with the classification of Fitness therapist.

### **Support staff - level 1**

- Employees in this classification at this level work under direct supervision with specific instructions and procedures and receive appropriate in-house training.
- Duties may include any or all of the following:
  - general counter duties, including reception; taking bookings; dealing with member and membership enquiries; sale of products; activities organising and customer liaison;
  - general tidying/cleaning of immediate work area;
  - other duties as directed;

- (Unqualified) playroom attendant; and
  - cleaner/handyperson duties.
- Duties at this level are performed within established guidelines and determined procedures.

### **Support staff - level 2**

Employees at this level shall perform duties as specified at Support staff - level 1, but with limited supervision. Employees may be required to exercise some initiative in the performance of their duties.

### **Swim school workers - Level 1**

- An employee at this level works under general supervision and uses some judgement in predictable circumstances and:
  - has successfully completed the centre's relevant induction course; or
  - has successfully completed the centre's relevant induction course and holds an Australian Swimming Inc. Green Licence for Coaching.
- Typical duties/skills (the tasks below are a guide only and not an exhaustive list):
  - beginner Instructor; and
  - holder of current Austswim registration or equivalent.

### **Swim school workers - Level 2**

- An employee at this level works under general supervision and exercises limited discretion within defined procedures.
- Typical duties/skills/experience (the tasks below are a guide only and not an exhaustive list):
  - ■ has successfully completed the centre's relevant induction training and is an intermediate instructor who holds a current Austswim registration or equivalent; and
  - ■ has performed 12 hours per year of recognised workshops and 250 hours of instructing learn-to-swim classes and holds a second recognised instructing qualification; or
  - has successfully completed the centre's relevant induction training and has delivered 350 hours of instructing learn-to swim; or
  - has successfully completed the centre's relevant induction course and holds an Australian Swimming Inc. Bronze Coaching Licence.

### **Swim school workers - Level 3**

- An employee at this level works under limited supervision and performs work of a higher level of complexity than an employee at level 2.
- Typical duties/skills/experience:

An employee at this level shall be an experienced instructor who:

- ■ has successfully completed the centre's relevant induction training and holds a current Austswim registration or equivalent; and
- ■ has performed 12 hours per year of recognised workshops and 500 hours of instructing learn-to-swim classes and holds a third recognised swim instructing qualification; or
- has successfully completed the centre's relevant induction training and has delivered 700 hours of instructing learn-to-swim; or

- ■ holds an Australian Swimming Inc. Bronze Coaching Licence; and
- has performed 12 hours per year of recognised workshops and 500 hours of coaching junior squads and attended a recognised seminar/conference within the past 12 months, or conducted 700 hours of coaching of junior squads.

#### **Swim school workers - Level 4**

An employee at this level has aggregate skills and experience and qualifications required of level 2 and 3 instructors and works from complex instructions and procedures, being able to coordinate work in a team environment or work individually under general supervision.

#### **Indoor Sports Centre workers**

##### **Indoor sports centre workers - Level 1**

Employees at this level work under supervision with specific instruction and procedures. Duties may include any or all of the following:

- general counter duties including reception;
- assist in the delivery of sport & recreation programs;
- taking bookings and general enquiries;
- sale of various products;
- organising activities;
- operation of cash registers and use of electronic swipe devices;
- customer liaison;
- general tidying/cleaning of immediate work area;
- cleaner/gardening or handyperson duties;
- umpiring or refereeing of competitions; and
- other suitable duties as may be directed from time to time.

##### **Indoor sports centre workers - Level 2**

Employees at this level shall perform the duties listed in level 1 and will require limited supervision. These employees may be required to exercise some initiative in the performance of their duties. Other duties may include:

- general administration and preparation of rosters;
- answer and guide enquiries regarding teams for competitions;
- reconciliation of cash;
- facilitate the delivery of sport and recreation programs;
- customer service; and

- maintenance of ladders, records and data bases.

### **Indoor sports centre workers - Level 3**

Employees at this level will be responsible for the coordination of one or more sports within a facility. They will supervise staff. They will work from complex instructions and procedures. Their duties may include all of the roles in level 2 plus any or all of the following:

- preparation of staff rosters;
- preparation of fixtures and draws;
- coordinate sport & recreation programs;
- supervision of support staff;
- training, supervision and assessment of umpires and referees;
- supervision and coordination of team coaches and player training programs; and
- purchase of stock.

### **Support staff - swim schools and indoor sports centres**

Employees engaged as support staff work within established guidelines and determined procedures.

#### **Support staff - level 1**

- An employee in this classification and at this level works under direct supervision with specific instructions and procedures and shall undertake appropriate in house training to acquire a working knowledge of the daily operations of the centre in which they are engaged. Upon successful completion of three months' probationary employment, shall be eligible for promotion to a more senior position, upon a vacancy being available to be filled.
- Indicative tasks for work performed at level 1 are as follows:
  - basic cleaning tasks;
  - gardening and labouring tasks;
  - handyman duties;
  - general counter duties; and
  - other duties as directed within the scope of their knowledge and experience at this level.

#### **Support staff - level 2**

- An employee in this classification and at this level shall be able to perform duties prescribed above for Support staff - level 1 and work under general supervision using some judgement in predictable circumstances.
- Indicative tasks for work performed by an employee at level 2 are as follows:
  - counter duties, including reception: operation of cash registrars, use of electronic swipe devices, taking bookings, dealing with member and membership enquiries;
  - customer liaison;
  - basic record keeping; and
  - other duties as directed within the scope of their knowledge and experience at this level.

**Support staff - level 3**

- An employee in this classification and at this level shall be able to perform duties described above for Support staff - level 2 and work under limited supervision. Employees may be required to exercise some initiative in the performance of their duties.
- Indicative tasks for work performed by an employee at a level 3 are as follows:
  - assists with training employees at levels 1 and 2;
  - playroom attending;
  - membership product or services sales;
  - activities organising;
  - promotional activities;
  - supervision of other support staff; and
  - other duties as directed within the scope of their knowledge and experience at this level.



## **Division 3 - Section 4 - Hospitality Services**

### **PART 1 - Coverage and Operation**

#### **1. Coverage of Section 4 of Division 3**

This Section covers local government employees engaged in the provision of hospitality and catering services which involve the preparation and/or sale of food, liquor or beverages.

#### **2. Operation and transitional arrangements**

See clause 2 of Division 1 - Provisions with common application.

#### **3. Definitions and interpretation**

In this section, unless the context otherwise requires:

A **cook** is an employee who is employed substantially in the cooking and/or preparing of food. An employee engaged in cooking eggs or making toast, tea, coffee or similar drinks shall not be considered to be performing the work of a cook

**day** means the period from 0000 to 2400 on any one day

**union** means the following industrial organisations of employees in accordance with their callings:

- The Australian Workers' Union of Employees, Queensland; or
- United Voice, Industrial Union of Employees, Queensland

#### **4. Coverage of the 2017 QLGIA**

See clause 4 of Division 1 - Provisions with common application.

#### **5. The Queensland Employment Standards and this Award**

See clause 5 of Division 1 - Provisions with common application.

#### **6. Enterprise flexibility and facilitative award provisions**

See clause 6 of Division 1 - Provisions with common application.

### **PART 2 - Dispute Resolution**

#### **7. Dispute resolution**

See clause 7 of Division 1 - Provisions with common application.

### **PART 3 - Types of Employment, Consultation and Termination of Employment**

#### **8. Types of employment**

A hospitality employee may be employed on a full-time, part-time or casual basis. Every employee shall be advised in writing of their employment category and, where relevant, their classification level upon engagement.

### **8.1 Full-time employment**

A full-time hospitality employee is one who is engaged to work an average of 38 ordinary hours per week as prescribed in clause 15 of Section 4 of Division 3.

### **8.2 Part-time employment**

- (a) A part-time hospitality employee is an employee who:
  - (i) is engaged to work for not less than 10 hours and not more than 38 hours per week; and
  - (ii) has reasonably predictable hours of work; and
  - (iii) is engaged to work for not less than 2 hours and not more than 10 hours on any one day; and
  - (iv) receives, on a *pro rata* basis, the same salary and conditions of employment to those of an equivalent full-time employee who performs the same kind of work.
- (b) For each ordinary hour worked a part-time employee shall be paid no less than 1/38th of the minimum weekly rate of pay for a full-time employee in their classification.
- (c)
  - (i) By mutual agreement with their employer, a part-time employee may elect to work additional ordinary hours above their regular hours, up to and including full-time equivalent hours. The additional hours so worked are to be taken into account in the *pro rata* calculation of all leave and other entitlements.
  - (ii) Any such additional hours are to be paid for at the ordinary hourly rate.
- (d) All time worked in excess of the agreed hours shall be paid at the appropriate overtime rate.

### **8.3 Casual employment**

- (a) A casual hospitality employee is one who is engaged and paid as such.
- (b) Except where otherwise provided, a casual employee is entitled to receive, on a *pro rata* basis, the same pay and conditions of employment, other than leave entitlements, to those of an equivalent full-time employee who performs the same kind of work.
- (c) For each hour worked a casual employee shall be paid no less than 1/38th of the minimum weekly rate of pay for a full-time employee in their classification plus the appropriate casual loading as follows:
  - (i) 23% for all ordinary hours worked (i.e. 123% of the ordinary hourly wage rate);
  - (ii) 73% where the rate of pay for a full-time employee is prescribed as time and one-half (i.e. 173% of the ordinary hourly wage rate);
  - (iii) 123% where the rate of pay for a full-time employee is prescribed as double time (i.e. 223% of the ordinary hourly wage rate); and
  - (iv) 173% where the rate of pay for a full-time employee is prescribed as double time and one-half (i.e. 273% of the ordinary hourly wage rate).
- (d) The loadings prescribed in clause 8.3(c) are to be paid separately and are not to be compounded.
- (e) Each engagement stands alone with a minimum payment as for 2 hours' work.

- (f) The long service leave entitlement of casual employees is prescribed in clause 22.

## 9. Termination of employment

See clause 9 of Division 1 - Provisions with common application.

## 10. Redundancy

See clause 10 of Division 1 - Provisions with common application.

## 11. Consultation - Introduction of changes

See clause 11 of Division 1 - Provisions with common application.

# PART 4 - Minimum Wage and Salary Levels, Allowances and Related Matters

*(Note: The wage rates and salary levels prescribed in this Award do not apply to employees to whom the provisions of Schedule 2 in Division 1 (Supported Wage System) apply.)*

## 12. Classifications and minimum wage levels

### 12.1 Classification structure

Hospitality employees are to be classified into a classification level according to the classification structure contained in Schedule 1 of this Section.

### 12.2 Minimum wage levels

The minimum wages payable to hospitality employees aged 20 years and over are prescribed in the table below:

Classification	As from 1 September 2016		As from 28 February 2017	
	Wage Level	Award Rate <sup>1</sup> Per Week \$ <sup>2</sup>	Wage Level	Award Rate <sup>1</sup> Per Week \$ <sup>2</sup>
Hospitality worker, introductory	1A	728.50	1	734.00
Hospitality worker, level 1	1A	728.50	1	734.00
Hospitality worker, level 2	2A	749.00	2	755.50
Hospitality worker, level 3	3A	769.50	3	777.50
Hospitality worker, level 4	5A	808.50	5	808.50
Hospitality worker, level 5	7B	854.00	7	854.00
Hospitality worker, level 6	8B	876.50	8	876.50

Notes:

<sup>1</sup> Includes the arbitrated wage adjustment payable under the 1 September 2016 Declaration of General Ruling.

<sup>2</sup> Rounded to the nearest \$0.50.

### 12.3 Junior rates - general

- (a) The minimum wage rates payable to hospitality employees 20 years of age and under shall be as follows:

Age of employee	% of relevant minimum adult rate
under 18 years of age	65
18 and under 19 years of age	75
19 and under 20 years of age	85
20 years of age	100

- (b) Junior rates shall be calculated to the nearest \$0.10.
- (c) A junior employee on reaching the age of 18 years may be employed in the sale of liquor but shall be paid at the appropriate adult rate for the type of work being performed.

#### **12.4 Late work payment**

- (a) An employee who is required to work any ordinary hours between 2200 to 2400 Monday to Friday, inclusive, shall be paid an additional \$1.89 per hour for any hour or part thereof worked within those hours, with a minimum payment of \$2.76.
- (b) An employee who is required to work any ordinary hours between 0000 and 0600 Monday to Friday, inclusive, shall be paid an additional \$2.76 per hour for any hour or part thereof worked within those hours.

#### **12.5 Mixed functions**

An employee primarily engaged performing duties at a higher level than their usual classification/wage level shall be paid:

- (a) If working for a total of more than 2 hours on any day - at the rate applicable to such higher level for the entire day.
- (b) If working for 2 hours or less on any day - at the rate applicable to such higher level for 4 hours, or lesser period if the employee is not engaged to work for 4 hours or more on that day.

#### **12.6 Breakages**

An employer must not deduct any sum from the wages of an employee for breakages or cashiering shortages except in the case of wilful misconduct and/or gross negligence.

### **13. Allowances**

In addition to the allowances prescribed in clause 13 of Division 1 - Provisions with common application, the following provisions apply to employees covered by this Section.

#### **13.1 Broken shift allowance**

An employee, other than a casual employee, who works a broken shift shall be paid a broken shift allowance of \$13.52 per day.

#### **13.2 Divisional and District parities**

See clause 13.1 of Division 1 - Provisions with common application.

#### **13.3 Uniforms and laundry allowance**

- (a) (i) Where an employee is required to wear a uniform or any other distinctive type of clothing, such uniform or clothing shall be supplied, maintained, and laundered at the employer's expense and shall remain the property of the employer.

- (ii) Any uniform or other clothing supplied by the employer shall be returned to the employer upon cessation of employment in good order or condition, subject to fair wear and tear.
- (b) Where uniforms or clothing are not laundered by the employer as required by clause 13.3(a) the following allowances shall be paid:
  - (i) an additional \$2.25 per week in the case of a full-time employee; and
  - (ii) an additional \$0.45 per day (i.e. one-fifth of the full-time rate) in the case of a part-time or casual employee.
- (c) Where an employer requires an employee to wear a uniform, a sufficient number of uniforms shall be provided by the employer having regard to the number and regularity of shifts worked. Such uniforms shall be replaced on a fair wear and tear basis.
- (d) Where uniforms are supplied, the employer may charge a deposit for the supply of such uniforms in which case:
  - (i) the maximum deposit which may be charged is \$40.00 per uniform;
  - (ii) the employer shall refund the amount of the deposit on return of the uniform/s at the time of cessation of the employee's employment; and
  - (iii) the employer may retain the deposit if the uniform/s are not returned on cessation of employment.

#### **13.4 Adjustment of monetary allowances**

- (a) The monetary allowance specified in clause 13.1 (broken shift allowance) shall be automatically adjusted from the same date and in the same manner as monetary allowances are adjusted in any State Wage Case decision or other decision of the Commission adjusting minimum wage rates in this Award.
- (b) In addition to the monetary allowances specified in clause 13, the monetary allowance in clause 12.4 (late work payment) shall also be adjusted in the same manner and at the same time as prescribed in clause 13.4(a).
- (c) At the time of any adjustment to the wage rates in this Award the expense related allowances at clauses 13.3 (uniforms and laundry allowance) and 16(c) (overtime meal allowance), shall be automatically adjusted by the relevant adjustment factor. The relevant adjustment factor for this purpose is the percentage movement in the applicable index figure most recently published by the Australian Bureau of Statistics since the allowance was last adjusted.
- (d) The applicable index figure is the index figure published by the Australian Bureau of Statistics for the Eight Capitals Consumer Price Index, as follows:

<u>Allowance</u>	<u>Eight Capitals Consumer Price Index</u> <u>(ABS Cat No. 6401.0 - Table 7)</u>
Overtime meal allowance (last adjusted 1 September 2016)	Take-away and fast foods sub-group
Uniforms and laundry allowance (last adjusted 1 September 2014)	Clothing and footwear group

## **14. Superannuation**

See clause 14 of Division 1 - Provisions with common application.

## **PART 5 - Hours of Work and Related Matters**

### **15. Hours of duty**

#### **15.1 Ordinary hours of duty**

- (a) Unless otherwise provided in clause 15.1, the ordinary hours of duty for employees covered by this Section shall be an average of 38 hours per week, with a minimum of 4 hours and a maximum of 10 hours per day, exclusive of meal breaks, to be worked as follows:
  - (i) 152 ordinary hours within a work cycle not exceeding 28 consecutive days; or
  - (ii) 160 ordinary hours within a work cycle not exceeding 28 consecutive days, with a paid day off banked per work cycle, up to a maximum of five banked days off; or
  - (iii) a combination of both 15.1(a)(i) and (ii) in the one establishment.
- (b) Each employee shall be entitled to at least eight full days off work per work cycle, while an employee who is rostered to work shifts of 9 hours or more ordinary hours in any 28 day period shall be entitled to at least nine full days off work per work cycle.
- (c) No employee shall be rostered to work for more than 10 successive days without a day off.
- (d) By written agreement between the employer and an employee up to a maximum of 12 ordinary hours may be worked on any day. However, no 12 hour shifts shall be worked in a manner contrary to the employer's responsibilities to provide a safe and healthy work environment.
- (e) Where an employee is rostered to work four consecutive shifts of 10 or more hours per day, such employee shall not be rostered for work on more than four consecutive days of such hours without a break of at least 48 hours between rostering periods.
- (f) Where broken shifts are worked, the spread of hours shall not exceed the ordinary hours of duty by more than 3 hours, excluding meal breaks, but in no case shall the spread of hours exceed 12 hours per day.
- (g) Where an employee's hours are worked in accordance with clause 15.1(a)(ii) each banked day off shall be taken within twelve calendar months from the date on which it was accrued.

#### **15.2 Payment for working ordinary hours**

- (a) All ordinary hours of duty worked by a full-time or part-time hospitality employee shall be paid for as follows:
  - (i) Monday to Friday - ordinary time, subject to the provisions of clause 12.4;
  - (ii) between 0000 and 2400 on a Saturday - time and one-half;
  - (iii) between 0000 and 2400 on a Sunday - time and one-half; and
  - (iv) between 0000 and 2400 on a public holiday - at the rate prescribed in clause 23.1.

- (b) All ordinary hours of duty worked by a casual hospitality employee shall be paid for at the rate/s prescribed in clause 8.3(c).

### **15.3 Rosters**

- (a) A roster showing the normal starting and finishing time for each employee shall be prepared by the employer and posted in a place accessible to each employee concerned. The roster may be altered by mutual consent at any time or, in the case of full-time and part-time employees, upon seven days' notice by the employer.
- (b) Where practicable, two weeks' notice of rostered days off shall be given.
- (c) The roster for all employees shall provide for a minimum break of 10 hours between the finish of ordinary hours on one day and the commencement of ordinary hours on the following day.

## **16. Meal breaks**

- (a) No employee shall be required to work for more than 6 hours continuously, excluding a rest pause, without an unpaid meal break of at least 30 minutes, nor more than 60 minutes.
- (b) Where an employee is required to work through their normal meal break they shall be paid at the rate of double time for all work so performed, with such double time to continue until a meal break of the usual duration can be taken or until the employee ceases work for the day.
- (c) Where an employee is required to work overtime for more than 2 hours beyond their rostered ceasing time they shall be provided with an adequate meal by the employer or, in the event of the employer being unable to provide such meal, be paid an allowance of \$12.35 in lieu thereof.

## **17. Rest pauses**

- (a) Every employee who works a minimum of 8 consecutive ordinary hours (excluding the meal break) on any one day shall receive a paid rest pause of 10 minutes duration in the first half and the second half of the period worked.
- (b) Every employee who works a minimum of 4 consecutive ordinary hours but less than 8 consecutive ordinary hours on any one day shall receive a rest pause of 10 minutes duration.
- (c) Rest pauses shall be taken at times to suit the convenience of the employer and so as not to interfere with the continuity of work where continuity is necessary.
- (d) Notwithstanding the provisions of clause 17(a), where an employee is rostered to work more than a 9 hour day, and there is agreement between the employer and an employee or the majority of employees concerned, the rest pauses may be combined into one 20 minute rest pause so that the day is divided into three approximately equal work periods.

## **18. Overtime**

### **18.1 Overtime - general**

An employer may require an employee to work reasonable overtime at overtime rates.

### **18.2 Payment for overtime**

Except as provided elsewhere in clauses 8.3(c), 15 and 18:

- (a) All authorised overtime worked by an employee in excess of their ordinary daily hours of duty on a Monday to Saturday, inclusive, shall be paid at the rate of time and one-half for the first 3 hours and double time thereafter.
- (b) All authorised overtime worked by an employee on their rostered day off shall be paid at the rate of time and one-half for the first 3 hours and double time thereafter with a minimum payment as for 2 hours' work.
- (c) All authorised overtime worked by an employee on a Sunday shall be paid at the rate of double time.
- (d) All authorised overtime worked by an employee on a public holiday shall be paid at the rate prescribed in clause 23.1.

### **18.3 Time off in lieu (TOIL)**

- (a) In lieu of the provisions of clause 18.2, and subject to mutual agreement in writing between the employer and an employee, an employee who works overtime on any day may be granted time off in lieu of overtime worked (TOIL) equivalent to the number of ordinary hours pay that the employee would have received for such overtime.
- (b) Such TOIL must be taken within twelve months from the date of accrual and at a time mutually agreed between the employee and the employer. Any outstanding TOIL shall be paid to the employee in full at the appropriate rate at the time of cessation of employment.

### **18.4 Fatigue leave/rest period after overtime**

- (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 so that 10 consecutive hours off duty has not occurred shall be released after completion of such overtime until 10 consecutive hours off duty occurs without loss of pay for ordinary working time occurring during such absence.
- (b) If, on the instructions of the employer, an employee resumes or continues ordinary work without having had 10 consecutive hours off duty the employee shall be paid double rates until released from duty and shall then be entitled to be absent until 10 consecutive hours off duty has occurred without loss of pay for ordinary working time occurring during such absence.

## **PART 6 - Leave of Absence and Public Holidays**

### **19. Annual leave**

Annual leave is provided for in Division 3 of the QES. Clauses 19.1 and 19.2 supplement the QES.

#### **19.1 Payment for annual leave**

An employee (other than a casual employee) proceeding on annual leave is entitled to receive the following payments:

- (a) an amount equal to the wage rate being paid to the employee immediately before the employee takes the leave for the period of such leave; and
- (b) a further amount equal to 17.5% of the wage rate being paid to the employee immediately before the employee takes the leave for the period of such leave.



## **19.2 Annual close down**

- (a) 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 the section or sections concerned, the following provisions shall apply:
  - (i) by the giving of not less than 90 days' notice the employer may direct all employees in the section or sections concerned to take leave for the duration of the closedown and allow those who are not then qualified for sufficient annual leave to cover the period of the close down to take paid annual leave on a proportionate basis and to take such banked days off/TOIL/rostered days off as may be available to the employee to apply towards the close down period.
  - (ii) all time during which an employee is stood down without pay for the purpose of clause 19.2(a)(i) shall count as service in the next 12 monthly qualifying period.
- (b) Notwithstanding clause 19.2(a), where there is agreement between the employer and the majority of employees concerned, the employer may close down its operations or a section or sections thereof on one additional occasion in any 12 month period for the purpose of allowing additional annual leave for a period agreed with its employees.

## **20. Personal leave**

- (a) Personal leave is provided for in Division 4 of the QES and covers:
  - (i) sick leave;
  - (ii) carer's leave;
  - (iii) bereavement leave; and
  - (iv) cultural leave.
- (b) Clauses 20(c) and (d) supplement the QES.
- (c) In addition to the provisions of Subdivision 2 of Division 4 of the QES an employee's accumulated sick leave entitlements are preserved when:
  - (i) the employee is absent from work on unpaid leave granted by the employer;
  - (ii) the employer or employee terminates the employee's employment and the employee is re-employed within three months;
  - (iii) 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.
- (d) An employee's sick leave continues to accrue whilst absent from work on paid leave granted by their employer.

## **21. Parental leave**

See clause 21 of Division 1 - Provisions with common application.

## **22. Long service leave**

- (a) Long service leave, including for casual employees, is provided for in Division 6 of the QES.
- (b) Portability of long service leave entitlements for local government employees is provided for in Division 2, Chapter 8 of the *Local Government Regulation 2010*.

## **23. Public holidays**

Public holidays are provided for in Division 7 of the QES. Clauses 23.1 and 23.2 supplement the QES provisions.

### **23.1 Payment for work on a public holiday**

- (a) An employee (other than a casual employee) who would normally work on a day on which a public holiday falls and who:
  - (i) is not required to work on that day, shall be paid for the ordinary hours the employee would normally have worked if that day had not been a public holiday;
  - (ii) is required to work on the public holiday shall, in addition to the payment prescribed in clause 23.1(a)(i), be paid at the rate of time and one-half for any hours worked, with a minimum payment as for 4 hours' work for the day.
- (b) An employee who would normally work on a day on which a public holiday falls and who performs authorised overtime outside the employee's ordinary working hours for that day shall be paid for such time at double the overtime rate prescribed in clause 18.2.
- (c) A casual employee who would not normally be required to work on a public holiday but who is required to work on that day shall be paid at the rate of double time and one-half for any hours worked, with a minimum payment as for 4 hours' work for the day.
- (d) The minimum payment provided in clauses 23.1(a) or (c) shall not apply where the work performed on the public holiday is immediately preceding or following ordinary hours.

### **23.2 Substitution**

- (a) Subject to statutory limitations (such as the time work may not be performed on Anzac Day) where there is agreement between the employer and an employee or employees, another ordinary working day may be substituted for a public holiday.
- (b) Where an employee is subsequently required to work on the substituted day they shall be paid at the rate prescribed in clause 23.1.

### **23.3 Rostered day off on a public holiday**

- (a) An employee (other than a casual employee) whose rostered day off or scheduled day off falls on a public holiday shall be granted a day's holiday in lieu at a time to be mutually arranged between the employer and the employee.
- (b) For the purposes of clause 23.3(a) a **day's wages** or a **day's holiday in lieu** shall equate to the time the employee would normally work.

## **24. Jury service**

See clause 24 of Division 1 - Provisions with common application.

**25. Service leave**

See clause 25 of Division 1 - Provisions with common application.

**PART 7 - Union Related Matters**

**26. Union encouragement**

See clause 26 of Division 1 - Provisions with common application.

**27. Union delegates**

See clause 27 of Division 1 - Provisions with common application.

**28. Trade union training leave**

- (a) Subject to the conditions set out in clause 28(d), upon written application by an employee to an employer, such application being endorsed by the relevant union and giving to the employer at least one month's notice, the employee shall be granted up to five working days' leave (non-cumulative) on ordinary pay each calendar year to attend courses and seminars conducted by the union or specific training courses approved and accredited by the union.
- (b) Other courses mutually agreed between the union and an employer may be included under clause 28.
- (c) For the purposes of clause 28(a), **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.
- (d) The granting of such leave shall be subject to the following conditions:
  - (i) An employee must have at least 6 months' uninterrupted service with an employer prior to such leave being granted.
  - (ii) This clause shall not apply to an employer where the number of ordinary hours worked by employees covered by this Section is less than 380 hours per week.
  - (iii) Unless agreed otherwise, the maximum number of employees under this Section from any one place of employment of the employer attending a course or seminar in the one calendar year shall be two.
  - (iv) 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.
  - (v) 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.
  - (vi) Leave granted to attend courses will not incur additional payment if such course coincides with the employee's rostered day off in 38 hour week working arrangements or with any other concessional leave.
- (e) 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.

- (f) Paid trade union training leave will not affect other leave granted to employees under this Award.

## **29. Right of entry**

See clause 29 of Division 1 - Provisions with common application.

## **PART 8 - Transfers, Travelling and Working Away from the Usual Place of Work**

### **30. Travelling time and expenses**

An employee engaged in catering work away from the employer's regular place of business shall be paid for all time occupied in travelling to and from such employment as well as reasonable travelling expenses where the employer does not provide means of conveyance.

### **31. Transport allowance**

Where an employee ceases work away from the employer's regular place of business and their usual means of transport are not available, the employer shall pay any reasonable additional amount incurred by the employee in reaching their home.

## **PART 9 - Training and Related Matters**

### **32. Training**

- (a) A training program commensurate with the needs of each establishment shall be developed by consultation between the employer and hospitality employees consistent with:
- (i) the current and future skill needs of the enterprise;
  - (ii) the size, structure and nature of the operations of the enterprise;
  - (iii) the need to develop vocational skills relevant to the enterprise and the industry and will be, where appropriate, provided through courses conducted by accredited educational institutions and providers, accredited industry training courses, and internal training.
- (b) A training program developed in accordance with clause 32(a) will have objectives consistent with:
- (i) developing a more highly skilled and flexible workforce;
  - (ii) providing employees with career opportunities through appropriate training; and
  - (iii) meeting the needs of an enterprise and/or the industry.
- (c) Where it is agreed between the employer and an employee that training in accordance with the program developed pursuant to clause 32(a) should be undertaken by an employee, that training may be undertaken either on or off the job. If the training is undertaken during ordinary working hours the employee concerned shall not suffer any loss of pay.
- (d) (i) Any costs associated with such training, including standard fees for prescribed courses, and prescribed textbooks, incurred in connection with the undertaking of training may be reimbursed by the employer upon production of evidence of expenditure.
- (ii) Reimbursement may be on an annual basis subject to the presentation of reports of satisfactory progress and/or completion of the course.

- (e) Travel costs incurred by an employee undertaking training in accordance with clause 32 which exceed those normally incurred in travelling to and from work may be reimbursed by the employer.

## **Division 3 - Section 4 - Schedule 1 (Classifications - Hospitality Services)**

### **Classification levels**

All employees in this Section are to be categorised into one of seven (7) work levels, as follows:

#### **Introductory level**

- The introductory wage level shall apply to a new employee who enters the industry and who has not demonstrated the competency requirements of level 1 below. An employee at this level will remain at this level for up to three months while training is undertaken to allow the employee to progress to level 1.

- Indicative level of responsibility

An employee at this level would require regular supervision as they are a new entrant or have limited experience and would:

- work under close direction using established routines, methods and procedures with little scope for deviating from these;
- not be required to provide more than basic judgement and application of basic problem solving skills; and
- usually operate within a work team with very limited authority.

#### **Level 1**

- Level 1 employees shall include the following (traditionally used) job titles/positions:

- Food and beverage attendant grade 1;
- Kitchen attendant grade 1;
- Kitchenhand;
- Singlehand cook;
- House attendant grade 1;
- Guest service grade 1;
- Hospitality services grade 1;
- Employee grade 2.

- Indicative duties:

- setting, clearing and cleaning tables and areas of plates, glasses, ashtrays etc;
- general cleaning duties within a kitchen, scullery or food preparation area, including the cleaning of cooking and general utensils and crockery;
- assisting employees who are cooking or who are engaged on food and beverage activities, not including service to customers;
- assembly and preparation of ingredients for cooking;
- handling, storing and distributing a variety of goods and hospitality products, including pantry items and linen;
- preparation of salad ingredients and/or distribution to a buffet bar, bistro or other food outlet;
- rubbish removal;
- laundry and/or linen duties which may include minor repairs to linen or clothing such as buttons, zips, seams and working with flat materials;
- collection and delivery of guests' personal dry cleaning and laundry, linen and associated material to and from accommodation areas;
- basic maintenance duties; and
- parking guest vehicles.

- Indicative experience and/or qualifications:

Progression towards an AQF 2 qualification relevant to the employer.

- Indicative level of responsibility:

An employee at this level would require regular supervision as they have limited experience and would:

- work under close direction using established routines, methods and procedures with little scope for deviating from these;
- not be required to provide more than basic judgement and application of basic problem solving skills; and
- usually operate within a work team with very limited authority.

## Level 2

- Level 2 employees shall include the following (traditionally used) job titles/positions:

- Food and beverage attendant grade 2;
- Food and beverage attendant grade 2 & 3;
- Employee grade 3;
- Kitchen attendant grade 2;
- Hospitality services grade 2;
- House attendant grade 2;
- Cook - grade 1;
- Leisure attendant grade 1;
- Guest service grade 2;
- Storeperson grade 1;
- Doorperson/security officer grade 1.

- Indicative duties:

- selling, supplying (not serving), dispensing or mixing of a range of alcoholic and non-alcoholic beverages, liquor store activities including the sale of specialised stock lines and/or takeaway liquor from a bottle shop or other liquor outlet consistent with the *Liquor Act 1992* and/or employer policy;
- assisting in the cellar,
- receiving and storing general and perishable goods;
- receipt of monies;
- attending a snack bar, coffee shop or other food and beverage outlet including taking orders and/or serving food and beverages;
- personalised guest services;
- taking reservations, greeting and seating guests, transferring guests' baggage and or property including delivery duties;
- operation of coin dispensing machine;
- payment of authorised jackpots, not requiring attendance at the device nor maintenance of detailed records;
- undertaking general waiting and butler duties including basic food and beverage services;
- cooking of breakfasts, snacks and other basic meals and food items requiring regular supervision and limited experience;
- specialised non-cooking duties associated with a kitchen or food preparation area;
- servicing accommodation areas and cleaning thereof including assisting with dry cleaning processes;
- driving a passenger or courtesy vehicle;
- cleaning duties using specialised equipment and chemicals;

- undertaking routine repair work and maintenance not generally performed by a tradesperson;
  - engaged in activities such as internal promotions and set ups for functions, basic merchandising for promotional activities, door and other minor security duties, bingo or other leisure activities and ushering for shows;
  - acting as an assistant instructor or pool attendant including testing pools and spas, setting up equipment, distribution and care of equipment and the taking of bookings, power boat observer; and
  - assisting with the maintenance of dress standards and good order in the establishment.
- Indicative experience and/or qualifications:

Possession of an AQF 2 qualification or completion of a Traineeship at AQF 2 relevant to the employer.

- Indicative level of responsibility:

An employee at this level would require general supervision and:

- would receive general instructions usually covering the broader technical aspects of the work;
- are subject to progress checks, but such checks are usually confined to ensuring in broad terms, satisfactory progress is being made;
- have their assignments and work reviewed on completion;
- although technically competent and well experienced, there may be occasions on which the employee will receive more detailed instructions; and
- would usually operate in a work team but may have specified areas of autonomy to perform a range of allocated activities and functions.

### Level 3

- Level 3 employees shall include the following (traditionally used) job titles/positions:
  - Food and beverage attendant grade 3;
  - Food and beverage attendant grade 4;
  - Employee grade 4;
  - Kitchen attendant grade 3;
  - Storeperson grade 2;
  - House attendant grade 3;
  - Guest service grade 3;
  - Hospitality services grade 3;
  - Cook - grade 2;
  - Leisure attendant grade 2;
  - Handyperson;
  - Forklift driver;
  - Timekeeper/Security officer grade 1.
- Indicative duties:
  - supplying (not serving) dispensing or mixing of liquor including a range of sophisticated drinks;
  - full control of a cellar or liquor store or outlet including the receipt, delivery and recording of goods within such areas;
  - cooking a range of meals requiring general supervision including a la carte cooking, grill cooking, deep frying and other cooking activities assigned by a higher level employee including setting up of an on-site kitchen;
  - receipt of monies and cash handling;



- attending a wagering terminal (TAB, Keno) or similar electronic gaming terminal (poker machine), holding the appropriate license and performing duties such as floor payouts, correction of minor gaming device faults and general machine maintenance;
  - receiving, storing and distributing goods including the operation of mechanical lifting devices such as forklifts;
  - major repair of linen and/or clothing;
  - dry cleaning;
  - supervision of laundry services;
  - taking/directing of classes, tours and leisure activities associated with sporting areas, health and fitness activities and swimming pools; and
  - timekeeping of employees, general security including security of keys and supervision of dress standard maintenance and good order in the establishment.
- Indicative experience and/or qualifications:

As required at Level 2 and, in addition, progress towards an AQF 3 qualification relevant to the employer.
  - Indicative level of responsibility:

Same as that required at Level 2.

#### Level 4

- Level 4 employees shall include the following (traditionally used) job titles/positions:
  - Food and beverage attendant grade 4;
  - Food and beverage attendant grade 5;
  - Baker, Butcher, Cook, Dry Cleaner, Pastrycook, Tailor or other apprenticeship calling;
  - Commis chef;
  - Cook - grade 3;
  - Guest service grade 4;
  - Employee grade 5;
  - Hospitality services grade 4;
  - Leisure attendant grade 3.
- Indicative duties:
  - undertaking specialised waiting and butler duties in a fine dining room or restaurant e.g. bookings/cashier or maitre'd;
  - maintaining and rotating stock and stock balancing;
  - engaged in a variety of trade level activities such as cooking, baking, butchering, pastrycooking and/or setting up of an on-site kitchen; and
  - planning, coordinating and implementing leisure activities for guests and patrons.
- Indicative experience and/or qualifications:
  - Possession of an AQF 3 qualification or completion of an Apprenticeship or Traineeship at AQF 3 or equivalent (such as a City and Guilds qualification) or a qualification with an AQF Level 3 outcome; or
  - Possession of a Recognition Certificate issued in accordance with the provisions of the *Further Education and Training Act 2014* or a predecessor Act.
- Indicative level of responsibility:

An employee at this level would require limited supervision and would:

- receive only limited instructions normally confined to a clear statement of objectives;
- have their work measured in terms of the achievement of stated objectives;
- be fully competent and very experienced in a technical sense and requires little guidance in the performance of work;
- operate with autonomy either individually or within a work team; and
- lead or supervises a work team.

## Level 5

- Level 5 employees shall include the following (traditionally used) job titles/positions:
  - Cook - grade 4;
  - Demi chef;
  - Employee grade 6;
  - Food and beverage supervisor;
  - Food and beverage attendant grade 6;
  - Guest service supervisor;
  - Hospitality services grade 5;
  - Relief duty supervisor.
- Indicative duties:
  - the duties of a designated duty supervisor, with the responsibility for general operations, including the maintenance of operational standards during the temporary absence of the regular or principal manager, including when the principal manager is rostered off during a particular shift;
  - coordinating the work of employees engaged in guest service and/or housekeeping;
  - being solely responsible for supervision, training and coordination of gaming staff and/or food and/or beverage staff and/or house attendant employees and/or other cooks or kitchen employees in a single kitchen establishment where no Level 4 or above cooks are employed; and
  - maintenance or service and operational standards, preparation of operational reports and staff rostering.
- Indicative experience and/or qualifications:

As required at Level 4 and, in addition, has progress towards an AQF 4 qualification or higher relevant to the employer.
- Indicative level of responsibility:

An employee at this level would require remote supervision and would:

  - demonstrate an understanding of a broad knowledge base incorporating some theoretical concepts;
  - apply solutions to a defined range of unpredictable problems;
  - identify, analyse and evaluate information from a variety of sources;
  - identify and apply skill and knowledge to a variety of contexts with some depth in some areas;
  - take responsibility for their own outputs in relation to a specified human resource standards; and
  - provide hands on supervisory direction for a work team usually on site.

## Level 6

- Level 6 employees shall include the following (traditionally used) job titles/positions:

- Cook grade 5 - Head chef;
  - Chef de Partie;
  - Duty supervisor.
- Indicative duties:
  - duties of a duty supervisor with the responsibility for administrative and accounting activities and responsibility for the maintenance of service and operational standards as required by a duty manager;
  - general and specialised duties including supervision or training of other kitchen staff, ordering and stock control;
  - solely responsible for other cooks and other kitchen employees in the kitchens;
  - responsibility for a safe or counting room, liaising with accounting staff and duty managers, solely responsible for takings and floats, ordering of coins and notes, banking of takings (from all outlets), maintain and process payroll, dissection of wages, administration of superannuation, payroll tax and other payroll records, keep all records, change and maintain audit trails; and
  - responsibility for the full supervision of personnel and functions associated with the accounting and cash management functions, accurate reporting and submission of statutory terms, ensure all accounting taxation and administration functions are in compliance with legislative requirements.
- Indicative experience and/or qualifications:

Possession of an AQF 4 qualification or higher relevant to the employer.
- Indicative level of responsibility:

Same as that required at Level 5.

## **Division 3 - Section 5 - Operational Services**

### **PART 1 - Coverage and Operation**

#### **1. Coverage of Section 5 of Division 3**

This Section covers local government employees engaged in the delivery of operational services in an area of employment not covered by any other Section of Divisions 2, 3 or 4.

#### **2. Operation and transitional arrangements**

See clause 2 of Division 1 - Provisions with common application.

#### **3. Definitions and interpretation**

(a) Definitions with common application are contained in clause 3 of Division 1.

(b) In this Section, unless the context otherwise requires:

**union** means the following industrial organisations of employees in accordance with their callings:

- The Australian Workers' Union of Employees, Queensland;
- The Construction, Forestry, Mining & Energy, Industrial Union of Employees, Queensland;
- Transport Workers' Union of Australia, Union of Employees (Queensland Branch); or
- United Voice, Industrial Union of Employees, Queensland

#### **4. Coverage of the 2017 QLGIA**

See clause 4 of Division 1 - Provisions with common application.

#### **5. The Queensland Employment Standards and this Award**

See clause 5 of Division 1 - Provisions with common application.

#### **6. Enterprise flexibility and facilitative award provisions**

See clause 6 of Division 1 - Provisions with common application.

### **PART 2 - Dispute Resolution**

#### **7. Dispute resolution**

See clause 7 of Division 1 - Provisions with common application.

### **PART 3 - Types of Employment, Consultation and Termination of Employment**

#### **8. Types of employment**

An operational services employee may be employed on a full-time, part-time or casual basis. Employees shall be advised in writing of their employment category and wage level upon engagement.

### **8.1 Full-time employment**

A full-time operational services employee is one who is engaged to work an average of 38 ordinary hours per week as prescribed in clause 15 of this Section.

### **8.2 Part-time employment**

- (a) A part-time operational services employee is an employee who:
  - (i) is employed on predetermined days of the week for a regular number of hours; and
  - (ii) is engaged to work for more than 10 hours but not more than 38 ordinary hours per week; and
  - (iii) receives, on a *pro rata* basis, the same salary and conditions of employment to those of an equivalent full-time employee who performs the same kind of work.
- (b) For each ordinary hour worked a part-time employee shall be paid no less than 1/38th of the minimum weekly rate of pay for their classification.
- (c) By mutual agreement with their employer, a part-time employee may elect and record in writing, to work additional ordinary hours above their regular hours, up to and including full-time equivalent hours. The additional hour so worked are to be taken into account in the *pro rata* calculation of all leave and other entitlements.
  - (i) Any additional ordinary hours are to be treated as follows:
    - (A) day workers - additional hours worked within the spread of ordinary hours prescribed in clause 15.3 are to be paid for at the ordinary hourly rate;
    - (B) shift workers - to be paid for at the ordinary hourly rate, plus the applicable shift allowance.

### **8.3 Casual employment**

- (a) A casual operational services employee is one engaged and paid as such.
- (b) Except where otherwise provided, a casual employee is entitled to receive, on a *pro rata* basis, the same pay and conditions of employment, other than leave entitlements, to those of an equivalent full-time employee who performs the same kind of work.
- (c) For each ordinary hour worked a casual employee shall be paid no less than 1/38th of the minimum weekly rate of pay for their classification plus a casual loading of 23%.
- (d) Each casual engagement stands alone with a minimum payment as for 3 hours' work on each occasion unless engaged at a cemetery or on cleaning or caretaking duties, in which case a minimum payment as for 2 hours' work applies to each engagement.
- (e) Casual employees shall be entitled to receive overtime, weekend penalties and public holiday penalty payments in accordance with the terms of this Section.
- (f) Owner drivers of motor vehicles

- (i) Where an owner driver of a motor vehicle is employed as a casual employee they shall be paid a loading of 23% per hour over the ordinary hourly rate for their classification as prescribed in clause 12.1 together with the vehicle hire rate prescribed in Schedule 2.
  - (ii) A casual owner driver is not entitled to receive the loading prescribed in clause 8.3(f)(i) on the vehicle hire rate set out in Schedule 2.
- (g) The long service leave entitlement of casual employees is prescribed in clause 22.

**9. Termination of employment**

- (a) In addition to the provisions contained in clause 9 of Division 1 - Provisions with common application, the following provisions apply to employees covered by this Section.
- (b) Abandonment of employment
- (i) 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.
- (ii) Before an employee is terminated on the basis of abandonment of employment the employer shall make a reasonable effort to contact the employee.
- (iii) 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.

**10. Redundancy**

See clause 10 of Division 1 - Provisions with common application.

**11. Consultation - Introduction of changes**

See clause 11 of Division 1 - Provisions with common application.

**PART 4 - Minimum Wage and Salary Levels, Allowances and Related Matters**

*(Note: The wage rates and salary levels prescribed in this Award do not apply to employees to whom the provisions of Schedule 2 in Division 1 (Supported Wage System) apply.)*

**12. Classifications and minimum wage and salary levels****12.1 Minimum wage levels**

- (a) Subject to clause 12(b), employees covered by Section 5 of Division 3 are to be classified into an appropriate classification and level in accordance with the classification structure set out in Schedule 1 in this Section with minimum wage and salary levels for employees 19 years of age and over to be as set out in the table below:

Classification	As from 1 September 2016		As from 28 February 2017	
	Wage Level	Award Rate <sup>1</sup> Per Week \$ <sup>2</sup>	Wage Level	Award Rate <sup>1</sup> Per Week \$ <sup>2</sup>
Level 1, first 6 months	2A	749.00	2	755.50
Level 1, after first 6 months	2B	755.50	2	755.50
Level 2	3A	769.50	3	777.50
Level 3	3B	777.50	3	777.50
Level 4	4A	788.50	4	796.00
Level 5	5A	808.50	5	808.50
Level 6	6A	830.00	6	830.00
Level 7	7B	854.00	7	854.00
Level 8	8B	876.50	8	876.50
Level 9	9B	901.00	9	901.00

Notes:

<sup>1</sup> Includes the arbitrated wage adjustment payable under the 1 September 2016 Declaration of General Ruling.

<sup>2</sup> Rounded to the nearest \$0.50.

**(b) Junior rates**

- (i) An employee under 18 years of age shall be paid 60% of the minimum rate applying to a level 1 employee.
  - (ii) Subject to clause 12.1(b)(iii) an employee aged 18 years of age and under 19 years of age who performs duties other than those expected of an adult shall be paid 75% of the minimum rate applying to a level 1 employee.
  - (iii) Notwithstanding clause 12.1(b)(ii) junior rates shall not apply to cleaners, caretakers, watchpersons, parking meter maintenance attendants and persons employed at cemeteries.
- (c) An employee aged 19 years of age or over shall be classified and remunerated in accordance with clause 12.1(a).

**12.2 Owner drivers**

An owner driver whilst on annual leave and on days not worked by mutual arrangement (including sick leave, public holidays and long service leave) and during stoppages owing to wet weather, shall be paid at the ordinary hourly rate for their classification as prescribed in clause 12.1 of this Section.

**12.3 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.

**13. Allowances**

In addition to the allowances prescribed in clause 13 of Division 1 - Provisions with common application, the following provisions apply to employees covered by this Section.

**13.1 Bus drivers**

- (a) A bus driver required to operate a bus in the dual capacity of driver and conductor shall be paid \$3.99 per day for each day or part thereof on which such work is performed.
- (b) A bus driver operating in the dual capacity of driver and conductor who is required to issue tickets and collect fares shall be paid an additional \$2.46 per day for each day or part thereof on which such work is performed.

**13.2 Construction, reconstruction, alteration, repair and/or maintenance work**

- (a) Subject to clauses 13.2(e) to (g) all employees whilst actually engaged on construction, reconstruction, alteration, repair and/or maintenance work (as defined in clause 13.2(c)) on site shall be paid an allowance as set out below which shall be treated as part of the ordinary weekly wage for all purposes of this Award to compensate for listed disabilities in clause 13.2(b):
  - form setters and form setters assistants - at the rate of \$28.65 per week;
  - all other employees - at the rate of \$29.70 per week.



- (b) 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.
- (c) For the purposes of clause 13.2(a), **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.
- (d) An employee receiving payment pursuant to clause 13.2(a) shall not be entitled to any payment in relation to the following disability allowances:
  - (i) clauses 13.5(a) to (d) (dirt money); or
  - (ii) clauses 13.24(a) to (d) (work in wet places).
- (e) An employee shall not be entitled to the allowance in clause 13.2(a) where they are in receipt of an allowance pursuant to:
  - (i) clause 13.4 (clay pit allowance); or
  - (ii) clause 13.5(e) (bitumen sprayer allowance); or
  - (iii) clause 13.12 (live sewer work allowance); or
  - (iv) clause 13.16 (quarry allowance); or
  - (v) clause 13.18 (rubbish dump allowance); or
  - (vi) or additional payment or disabilities allowance for a specific project.
- (f) The allowance prescribed in clause 13.2(a) is not payable to an employee engaged at a treatment plant.

- (g) Clause 13.2(c) 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; or
  - (iii) gardening, grass cutting or other agricultural operations.

### **13.3 Cemetery operations**

- (a) Removals or exhumations
  - (i) An employee actually engaged in removal or exhumation shall be paid \$48.03 extra for the first body from a grave and \$24.01 for each additional body from the same grave.
  - (ii) An employee who only assists in the removal or exhumation shall be paid an additional \$19.30.
  - (iii) When bones only are to be removed, the employee undertaking such removal shall be paid an additional \$48.03.
  - (iv) No less than four persons should be employed on any exhumation and/or removal of a person over eight years of age; nor shall less than two persons be employed on the exhumation and/or removal of a child between two and eight years of age.
- (b) Wet graves
  - (i) Where an employee is required to dig graves in water-logged ground they shall be paid an additional \$1.64 per day.
  - (ii) Where an employee is required to dig graves in ground wherein human seepage is draining from other graves they shall be paid an additional \$3.99 per day.
  - (iii) Each employee engaged in digging graves in water-logged ground shall be supplied with suitable rubber boots by the employer.
- (c) Hammer and drill work - A grave digger engaged on hammer and drill work, using gads and moils, machine drills, pneumatic picks or mechanical picks, shall be paid an additional \$2.66 per day.
- (d) Poison sprays - An employee at cemeteries using poisonous sprays shall be paid an additional \$14.35 per week whilst so engaged.
- (e) Payment for re-opening graves:
  - (i) Where a grave digger is required to re-open a grave later than six days after burial and/or before 6 months after burial they shall be paid an additional \$3.89 for each such grave.
  - (ii) Where ground conditions warrant it, not less than two persons shall be employed on re-opening graves which have been sunk more than 2.13 metres.
- (f) Plaque laying - An employee required to lay plaques in cemeteries shall be paid an additional \$10.25 per week for such work.

#### **13.4 Clay pit allowance**

- (a) A mechanical plant operator, whilst working in a clay pit, shall be paid an additional allowance at the rate of \$29.70 per week to compensate for disabilities associated with working in clay pits, which shall be treated as part of the ordinary weekly wage for all purposes of this Award.
- (b) An employee in receipt of the allowance prescribed in clause 13.4(a) shall not be entitled to the additional allowance prescribed in clause 13.2(a) (construction, reconstruction, alteration, repair and/or maintenance work allowance).

#### **13.5 Dirt money**

- (a) A motor driver carting or an employee handling tar, asphalt, tarred metal, or tarred wood blocks shall be paid an additional \$0.51 per day whilst so engaged.
- (b) An employee engaged in tar or bitumen boiling shall be paid an additional \$0.13 per day whilst so engaged.
- (c) The operator and the driver of a tar or bitumen spray unit shall be paid an additional \$1.15 per week as a shoe and overall allowance. However, this allowance shall not be payable where the employer provides leather shoes and laundered overalls.
- (d) An employee working at chipping and cleaning boilers used for boiling tar shall be paid an additional \$0.27 per hour whilst so engaged.
- (e) An employee in receipt of the allowance prescribed in clause 13.2(a) (construction, reconstruction, alteration, repair and/or maintenance work allowance) shall not be entitled to any of the additional allowance prescribed in clauses 13.5(a) to (d), inclusive.
- (f)
  - (i) Subject to clause 13.5(f)(ii) a bitumen sprayer driver shall be paid an additional \$6.96 per day whilst so engaged.
  - (ii) An employee in receipt of the allowance prescribed in clause 13.5(f)(i) shall not be entitled to the additional allowance prescribed in clause 13.2(a) (construction, reconstruction, alteration, repair and/or maintenance work).

#### **13.6 Divisional and District parities**

See clause 13.1 of Division 1 - Provisions with common application.

#### **13.7 Drivers of sanitary or refuse collection vehicles and their assistants**

An employee primarily engaged in sanitary or refuse collection services shall be:

- (a) paid an additional \$14.35 per week as wet pay;
- (b) paid a footwear allowance of \$2.51 per week where the employer does not provide suitable footwear; and
- (c) provided with a torch and batteries where reasonably required.

#### **13.8 Employees removing flood debris**

An employee engaged in removing flood debris from bridges shall be paid an additional \$0.82 per day whilst so engaged.

### 13.9 First-aid attendant

Where an employer appoints an employee who holds an appropriate first-aid certificate as a first-aid attendant the employee shall be paid an additional \$16.40 per week in which the employee works three days or more.

### 13.10 Height money

- (a) An employee working at a height of from 15.24 metres to 22.86 metres from the ground or nearest horizontal plane shall be paid an additional \$0.17 per hour.
- (b) An employee working at a height of over 22.86 metres from the ground or nearest horizontal plane shall be paid an additional \$0.26 per hour.

### 13.11 Leading hand allowance

- (a) Subject to clause 13.11(b) an employee appointed by the employer to be in charge of other employees shall be paid an additional \$5.63 per day which shall be treated as part of the ordinary weekly wage for all purposes of this Award.
- (b) The allowance prescribed in clause 13.11(a) 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.

### 13.12 Live sewer work allowance

- (a) An employee engaged on live sewer work or cleaning septic tanks shall be paid at the following rate for all time so engaged:
  - (i) during ordinary hours - at the rate of time and one-half; and
  - (ii) during overtime or on week-ends or public holidays - at the rate of one-half of the ordinary hourly rate in addition to the relevant overtime, week-end or public holiday rate.
- (b) Employees who are on any day required to carry out work in connection 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) For the purpose of clause 13.12(a), but subject to the qualifications at clause 13.12(d), 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.
- (d) The payment prescribed in clauses 13.12(a) and (b) shall not apply in the following situations:
  - (i) where aerial connection with a sewer or septic tank is blocked by a disc, plug, valve, water seal or other means; or
  - (ii) to employees engaged at sewerage treatment plants.
- (e) An employee in receipt of the payment prescribed in clauses 13.12(a) and (b) shall not be entitled to the additional allowance prescribed in clause 13.2(a) (construction, reconstruction, alteration, repair and/or maintenance work allowance).

### **13.13 Motor vehicles drawing trailers**

- (a) Where an employee is required to drive 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) they shall be paid an additional \$3.07 per day.
- (b) Not more than one trailer shall be attached and drawn at any one time.
- (c) The additional payment prescribed 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; or
  - road brooms.

### **13.14 Plant operators - burning off**

Where a plant operator is required to stack partly burnt logs with plant or equipment for reburning purposes during clearing operations they shall be paid an additional \$3.58 per day whilst so engaged.

### **13.15 Poison sprays - other than at cemeteries**

An employee using poison sprays for the control of noxious weeds such as pear, burr and groundsel shall be paid an additional allowance at the rate of \$14.35 per week whilst so engaged.

### **13.16 Quarry allowance**

- (a) Subject to clause 13.16(b) an employee working in a quarry shall be paid an additional allowance at the rate of \$29.70 per week to compensate for disabilities associated with working in quarries, which shall be treated as part of the ordinary weekly wage for all purposes of this Award.
- (b) The allowance prescribed in clause 13.16(a) shall also apply to employees working in:
  - crushing plants;
  - screening plants and similar plants and gravel pits where such plants are in operation,but shall not apply if the plants are operated in a wet process method or other method that prevents the occurrence of a dust nuisance.
- (c) An employee in receipt of the allowance prescribed in clause 13.16(a) shall not be entitled to the additional allowance prescribed in clause 13.2(a) (construction, reconstruction, alteration, repair and/or maintenance work allowance).

### **13.17 Removing dead animals**

- (a) An employee engaged in removing dead horses and/or cattle shall be paid an additional \$2.05 per day whilst so engaged.
- (b) An employee removing dead animals other than described in clause 13.17(a) shall be paid an additional \$0.61 per day whilst so engaged. This payment shall not apply to any employee removing dead vermin arising in the course of their ordinary employment.

### **13.18 Rubbish and sanitary operations allowance**

- (a) A driver of a rubbish vehicle and any assistant primarily engaged on the collection of refuse shall be paid an additional amount of \$2.54 per hour whilst directly engaged on refuse collection work.
- (b) A driver of a sanitary vehicle and any assistant shall be paid an additional amount of \$3.00 per hour whilst directly engaged on sanitary work.
- (c) Where an employee is primarily engaged in refuse or sanitary collection the allowances prescribed in clauses 13.18(a) and (b) shall be treated as part of the ordinary weekly wage for all purposes of this Award.
- (d) An employee in receipt of the allowance prescribed in clause 13.18(a) or (b) shall not be entitled to the additional allowance prescribed in clause 13.2(a) (construction, reconstruction, alteration, repair and/or maintenance work allowance).

### **13.19 Rubbish dumps allowance**

An employee engaged on the filling in, grading and control of fires on rubbish dumps, and thereby being exposed to dirty conditions, dust, wetness and noxious fumes, shall be paid an additional allowance of \$29.70 per week which shall be treated as part of the ordinary weekly wage for all purposes of this Award.

### **13.20 Toilet cleaning**

An employee who is required to clean toilets other than merely by hosing them shall be paid an additional allowance at the rate of \$9.20 per week.

### **13.21 Tool allowance**

- (a) An employee who is employed as a form setter and is required to supply their own tools shall be paid an additional \$13.25 per week.
- (b) This allowance shall not be paid when the employee is absent on annual leave or absent from work without pay for periods of one week or more.

### **13.23 Towing a caravan**

An employee driving an item of plant on a public road to which a caravan is attached shall be paid an additional \$0.31 per hour or part thereof whilst so engaged.

### **13.22 Truck crane or straddle unloader**

An employee required to operate a truck crane or straddle unloader shall be paid an additional \$3.07 per day.

### **13.24 Wet places / working in water**

- (a) Subject to clauses 13.24(d) and (f) and clause 13.26, an employee working in a wet place shall be paid \$4.92 per day in addition to the rates prescribed by this Section.
- (b) A place shall be deemed to be **wet**:
  - (i) when water other than rain is dropping from overhead so that the clothing of any employee 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.
- (c) 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:
- (d) An employee in receipt of the allowance prescribed in clause 13.2(a) (construction, reconstruction, alteration, repair and/or maintenance work allowance), shall not be entitled to any of the allowances prescribed in clauses 13.24(a) to (c).
- (e) Working in water
  - (i) An employee who is required to work in water to a depth exceeding 762mm shall be paid \$1.80 per hour, with a minimum payment of 2 hours at that rate.
  - (ii) This allowance is payable in lieu of that prescribed for working in wet places prescribed in clauses 13.24(a) to (d).
- (f) Clause 13.24 shall not apply to sanitary and garbage employees.

### **13.25 Window cleaning**

- (a) Subject to clause 13.25(b), where an employee is required to clean windows in circumstances where it is necessary to go wholly outside the window or climb around an outside column to do such cleaning the employee shall, if such cleaning or climbing is at a height of more than 3 metres from the nearest horizontal plane, be paid an additional \$0.46 for each such window.
- (b) The provisions of clause 13.25(a) do not apply in the following situations:
  - (i) if the window cleaning is being undertaken whilst standing on a ladder resting on the ground; or
  - (ii) if the outside window or column ledge is more than 50 centimetres wide.
- (c)
  - (i) Subject to clause 13.25(c)(ii), where cleaning is done from a ladder, and any portion of the window to be cleaned exceeds 7.5 metres in height from the ground, the employee shall be paid an additional \$0.46 for each window so cleaned.
  - (ii) When an efficient safety device is provided clause 13.25(c)(i) shall not apply.

### **13.26 Work in the rain**

- (a) Where an employee is required to perform work in the rain and by so doing gets their 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 13.26 shall not be entitled to any additional payments prescribed by clause 13.24 (wet places).
- (b) Clause 13.26 shall not apply to sanitary and garbage employees.

### **13.27 Adjustment of monetary allowances**

- (a) Other than the expense related allowance at clause 13.21 (tool allowance) all monetary allowances specified in clause 13 in this Section shall be automatically adjusted from the same date and in

the same manner as monetary allowances are adjusted in any State Wage Case decision or other decision of the Commission adjusting minimum wage rates in this Award.

- (b) In addition to the monetary allowances specified in clause 13, the monetary allowances in clause 18.5(a) (on call payment) and clause 35(a)(ii) (camp allowance), respectively, shall be automatically adjusted in the same manner and at the same time as prescribed in clause 13.27(a).
- (c) At the time of any adjustment to the wage rates in this Award the expense related allowance at clause 13.21 (tool allowance), clauses 16.2(c) (meal allowance), 33(b) (motor vehicle allowance) and 36(f) (motor vehicle allowance), shall be automatically adjusted by the relevant adjustment factor. The relevant adjustment factor for this purpose is the percentage movement in the applicable index figure most recently published by the Australian Bureau of Statistics since the allowance was last adjusted.
- (d) The applicable index figure is the index figure published by the Australian Bureau of Statistics for the Eight Capitals Consumer Price Index, as follows:

Allowance

Eight Capitals Consumer Price Index  
(ABS Cat No. 6401.0 - Table 7)

Motor vehicle allowance  
(last adjusted 1 September 2014)

Private motoring sub-group

Overtime meal allowance  
(last adjusted 1 September 2016)

Take-away and fast foods sub-group

Tool allowance and tools insurance value  
(last adjusted 1 September 2016)

Tools and equipment for house and garden  
component of the household appliances,  
utensils and tools sub-group

## 14. Superannuation

See clause 14 of Division 1 - Provisions with common application.

## PART 5 - Hours of Work and Related Matters

### 15. Hours of duty

#### 15.1 Ordinary hours of duty

- (a) Subject to the provisions of clauses 15.1(c) to (g) and clause 15.2, the ordinary hours of duty for employees covered by this Section shall be an average of 38 hours per week with a maximum of 8 hours per day to be worked on one of the following bases:
  - (i) 38 ordinary hours within a work cycle not exceeding 7 consecutive days; or
  - (ii) 76 ordinary hours within a work cycle not exceeding 14 consecutive days; or
  - (iii) 114 ordinary hours within a work cycle not exceeding 21 consecutive days; or
  - (iv) 152 ordinary hours within a work cycle not exceeding 28 consecutive days; or
  - (v) any other arrangement mutually agreed between the employer and the affected employee or employees, provided that the ordinary hours do not exceed an average of 38 hours per week.



- (b) Different methods of working a 38 hour week may apply to individual employees, groups or sections of employees in each location concerned.
- (c)
  - (i) Subject to clause 15.1(c)(ii) the method of working the 38 hour week may be altered by the employer after giving seven days' notice, or such shorter period as may be mutually agreed.
  - (ii) Prior to any alteration to the method of working the 38 hour week the employer shall consult with the employees directly concerned about the proposed changes.
- (d)
  - (i) The ordinary hours of duty may exceed 8 hours per day, to a maximum of 10 hours, provided that any such arrangement shall be subject to agreement between the employer and the majority of employees concerned.
  - (ii) Where any arrangement of ordinary hours exceeds 8 on any day the relevant union is to be notified in writing within 14 days of commencement of such arrangement.
- (e) Where the employer requires it, employees shall commence their ordinary hours and rest pauses at different times to ensure continuity of service.
- (f) 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.
- (g)
  - (i) Where the arrangement of ordinary hours of work provides for a rostered day off, the employer and an individual employee and/or the majority of employees concerned may agree to accrue up to a maximum of five rostered days off. Consent to accrue rostered days off shall not be unreasonably withheld by either party.
  - (ii) Where such agreement has been reached, the accrued rostered days off shall be taken within 12 calendar months of the date on which each rostered day off was accrued.

## **15.2 Arrangement of ordinary hours of duty**

- (a) Subject to clause 15.3 the ordinary hours of duty may be worked on any five 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 one-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/s shall be notified in writing within 14 days of commencement of such arrangement.
- (d)
  - (i) 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 15.1 may be worked on consecutive days.
  - (ii) In such cases, Saturdays and Sundays falling within the period of work shall not be subject to the additional payments prescribed in clauses 15.2(a)(i) or (ii).

### 15.3 Spread of ordinary working hours

- (a) Subject to clauses 15.3(b) to (h), inclusive, the ordinary hours of duty shall be worked continuously, except for meal breaks and rest pauses, between 0600 and 1800.
- (b)
  - (i) The spread of ordinary hours prescribed in clause 15.3(a) may be altered as to all or a section of employees provided there is agreement between the employer and the majority of employees concerned.
  - (ii) Where special circumstances, such as tidal or flood waters, traffic flows or climatic conditions necessitate work outside the ordinary spread of hours on a particular job or project, the ordinary starting and finishing times may be altered by the employer with the agreement of the majority of employees concerned. Provided that the maximum number of ordinary hours of duty are not exceeded, any such altered starting and finishing time will not invoke any penalty payment that would not be payable if the spread of hours in clause 15.3(a) was observed.
- (c) By-laws compliance employees
  - (i) The ordinary hours of work of by-laws compliance 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.
  - (ii) Where broken shifts are worked, there shall not be more than 16 hours between the starting and finishing time on any one day.
- (d) Sanitary and garbage workers

The ordinary hours of duty of sanitary and garbage workers may be worked between the hours of 0400 and 1600.
- (e) Street sweepers and/or cleaners, sewer cleaners and pump attendants
  - (i) The ordinary hours of duty of street sweepers and/or cleaners, operators of street sweeping and flushing machines, sewer cleaners underground and pump attendants shall be determined by the employer based on the requirements of the work.
  - (ii) Where such employees are required to work their ordinary hours before 0600 or after 1800 an additional amount of 25% of the ordinary time hourly rate shall be paid for all hours worked before 0600 or after 1800.
- (f) Water and sewerage treatment employees

The ordinary hours of work of employees at water and sewerage treatment plants shall be determined by the employer after consultation with the employees concerned.
- (g) Bus drivers
  - (i) 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.

- (ii) 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 six days' notice of such change is given by the employer.
- (h) Swimming pool employees
  - (i) The ordinary hours of work of all employees employed at swimming pools, other than Fitness Instructors and Support Workers covered by Section 4 of Division 3, shall be determined by the employer after consultation with the employees concerned.
  - (ii) Except in the case of managers, caretakers or persons in charge, the hours determined in accordance with clause 15.3(h)(i) 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 two breaks other than meal breaks or rest pauses.

#### 15.4 Shift work

- (a) 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 affected employees.
- (b) The ordinary hours of duty of shift workers shall average 38 hours per week inclusive of a paid crib break each day and shall not exceed 152 hours in 28 consecutive days.
- (c) A shift shall consist of not more than 10 hours inclusive of a paid crib break, subject to the following conditions:
  - (i) 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;
  - (ii) by agreement between an employer, the union/s 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:
    - (A) 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;
    - (B) proper health and monitoring procedures being introduced;
    - (C) suitable roster arrangements being made;
    - (D) proper supervision being provided; and
  - (iii) except at the regular changeover of shifts, an employee shall not be required to work more than one shift in each 24 hours.
- (d) Unless otherwise agreed between the employer and the majority of employees affected:
  - **afternoon shift** means a shift finishing after 1800 and at or before 2400; and
  - **night shift** means a shift finishing after 2400 and at or before 0800.

## **15.5 Shift allowances**

- (a) In addition to the wage rates prescribed in this Section, shift workers shall be paid the following shift allowances for each ordinary hour worked on an afternoon or night shift between 0000 Monday and 2400 Friday inclusive:
- afternoon shift - 12.5%
  - night shift - 15%
- (b) All ordinary time worked by shift a worker between midnight Friday and midnight Saturday shall be paid for at the rate of time and one-half for the first 3 hours and double time thereafter.
- (c) All ordinary time worked by a shift worker between midnight Saturday and midnight Sunday shall be paid for at the rate of double time.

## **16. Meal breaks**

### **16.1 Meal Breaks during ordinary hours of duty**

- (a) (i) Subject to clause 16(d) employees working day work shall be entitled to an unpaid meal break of not less than 30 minutes and not more than 60 minutes to commence not later than 6 hours after the ordinary starting time each day.
- (ii) The duration of a meal break having been determined, it may only be altered by mutual agreement or by the giving of one week's notice to the employee/s concerned.
- (b) Shift workers shall be allowed a 30 minute paid crib break to be taken in such a manner as to not interfere with the continuity of work where continuity is necessary.
- (c) Except as provided for in clause 16(d), all work done during the recognised meal break shall be paid for at the rate of double time. Such payment will continue until a meal break is taken.
- (d) Continuity of work during meal breaks
- (i) 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.
- (ii) The normal meal break shall be taken on the completion of the job or when 30 minutes has elapsed.
- (iii) Where the work situation requires it, the employer and the employee/s 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 any employee/s who normally has a 45 or 60 minute meal break shall finish work 15 minutes or 30 minutes earlier, as the case may be.

### **16.2 Meal breaks during overtime**

- (a) (i) An employee required to continue work after the normal ceasing time on any day shall be entitled to a 30 minute paid crib break after 2 hours' overtime where work is to continue beyond 2 hours.

- (ii) Where such overtime continues beyond 1800, a 30 minute paid crib break shall be provided after one hour of overtime where work is to continue beyond that one hour period.
- (iii) After each further period of 4 hours' overtime on the same day, the employee shall be allowed 45 minutes for a paid crib break where work is to continue beyond that 4 hour period.
- (b) (i) In all other circumstances an employee shall be entitled to a paid crib break of 30 minutes after 5 hours of overtime where the employee is required to work beyond the fifth hour.
- (ii) A further paid crib break of 45 minutes shall be provided after each additional period of 4 hours where the employee is required to work beyond that 4 hour period.
- (c) At each paid crib break mentioned in clauses 16(a) and (b) the employee concerned, other than one living in camp, shall either be provided with a reasonable meal at the employer's expense or paid a meal allowance of \$12.35 in lieu.

## **17. Rest pauses**

- (a) Where practicable 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 to be taken at such times as will not interfere with the continuity of work where continuity is necessary.
- (b) Notwithstanding clause 17(a) 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 three approximately equal working periods.

## **18. Overtime**

### **18.1 Overtime - general**

An employer may require an employee to work reasonable overtime at overtime rates.

### **18.2 Payment for overtime - day workers**

Except as provided elsewhere in clauses 15 and 18:

- (a) All authorised overtime worked by an employee in excess of their ordinary daily hours of duty or outside their spread of ordinary working hours on a Monday to Friday, inclusive, shall be paid at the rate of time and one-half for the first 3 hours and double time thereafter.
- (b) All authorised overtime worked by an employee on a rostered day off shall be paid at the rate of time and one-half for the first 3 hours and double time thereafter with a minimum payment as for 3 hours' work. An employee shall not be entitled to a minimum payment in respect of each separate period of overtime.
- (c) (i) Subject to clause 18.2(c)(ii) all authorised overtime worked by an employee on a Saturday shall be paid at the rate of time and one-half for the first 3 hours and double time thereafter with a minimum payment as for 3 hours' work. An employee shall not be entitled to a minimum payment in respect of each separate period of overtime.
- (ii) In the case of an employee on call who is being paid the on call allowance prescribed in clause 18.5, a minimum payment of one and one-half hours shall apply.

- (d) (i) Subject to clause 18.2(d)(ii) all authorised overtime worked by an employee on a Sunday shall be paid at the rate of double time with a minimum payment as for 3 hours' work. An employee shall not be entitled to a minimum payment in respect of each separate period of overtime.
- (ii) In the case of an employee on call who is being paid the on call allowance prescribed in clause 18.5, a minimum payment of one and one-half hours shall apply.
- (e) All authorised overtime worked by an employee on a public holiday shall be paid at the rate prescribed in clause 23.1.
- (f) The minimum payments provided in clauses 18.2(b), (c) and (d) shall not apply where such overtime is performed immediately preceding or following ordinary hours.

### **18.3 Payment for overtime - shift workers**

- (a) Subject to clause 18.3(b), all shift workers are to be paid for all authorised overtime at the rate of double time.
- (b) All authorised overtime worked by a shift worker on a public holiday shall be paid at the rate prescribed in clause 23.1.

### **18.4 Payment for overtime - owner drivers**

In the case of an owner driver working overtime, overtime rates shall be paid on the wage of the driver as prescribed in clause 12.1 and the use of the truck shall be paid in accordance with the hire rate as set out in Schedule 2 of this Section.

### **18.5 On call**

- (a) Where an employee is directed to remain on call between Monday to Saturday, inclusive, during any day or night outside their ordinary working hours shall be paid \$17.00 for each day and/or night during which the employee remains on call.
- (b) Where an employee is directed 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 an ordinary working day of 8 hours subject to the following conditions:
  - (i) if the employee, whilst on call, is required to perform any work for which rates of pay are fixed by this Section, the employee shall be paid for the time so worked at the relevant overtime rate and the on call payment 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 (e.g. if 2 hours overtime is worked, the on call payment shall be reduced by the equivalent of 2 hours' pay calculated at the employee's ordinary time rate); and
  - (ii) if the time worked by the employee at overtime rates is 8 hours or more, then the employee shall be entitled to receive payment for the time worked beyond 8 hours at the applicable overtime rate without any further reduction in the on call payment.
- (c) An employee 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.

#### **18.6 Recall to duty**

- (a)
  - (i) An employee recalled to work overtime on one of their ordinary working days (other than on a Saturday or Sunday) shall receive a minimum payment of 4 hours at the relevant overtime rate.
  - (ii) An employee shall not be entitled to the minimum payment prescribed in clause 18.6(a)(i) in respect of each call out on the same day where:
    - (A) 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
    - (B) the employee is required to remain on call and is paid the allowance prescribed in clause 18.5(a),in which case a minimum payment of 2 hours at the relevant overtime rate shall be payable.
- (b) Notwithstanding the provisions of clause 18.6(a)(i) or (ii) an employee 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.
- (c) Overtime worked in the circumstances specified in clause 18.6 shall not be regarded as overtime for the purposes of clause 18.7 where the actual time worked is less than 2 hours on such recall or on each of such recalls.
- (d) Clause 18.6 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.

#### **18.7 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 18.7(b), 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.
- (b) If, on the instructions of the employer, an employee resumes or continues work without having had 10 consecutive hours off duty in accordance with clause 18.7(a), 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.
- (c) Clause 18.7 shall apply in the case of shift workers who rotate from one shift to another as if 8 hours were substituted for 10 hours when overtime is worked:
  - (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 6 - Leave of Absence and Public Holidays**

### **19. Annual leave**

Annual leave is provided for in Division 3 of the QES. Clauses 19.1 to 19.3 supplement the QES.

#### **19.1 Period of annual leave**

In lieu of the requirements prescribed at Sections 71EA(1)(b) and (6) of the Act, a continuous shift worker covered by this Section shall be entitled to 5 weeks annual leave.

#### **19.2 Payment for annual leave**

- (a) Subject to clause 19.2(c) an employee (other than a shift worker) proceeding on annual leave is entitled to receive the following payments:
  - (i) an amount equal to the wage rate being paid to the employee immediately before the employee takes the leave for the period of such leave; and
  - (ii) a further amount equal to 17.5% of the wage rate being paid to the employee immediately before the employee takes the leave for the period of such leave.
- (b) Subject to clauses 19.2(c) a shift worker proceeding on annual leave is entitled to receive the following payment:
  - (i) an amount equal to the wage rate being paid to the employee immediately before the employee takes the leave for the period of such leave calculated according to the employee's roster or projected roster including shift, weekend or public holiday penalties; or
  - (ii) an amount equal to the wage rate being paid to the employee immediately before the employee takes the leave for the period of such leave plus a further amount equal to 17.5% of the salary being paid to the employee immediately before the employee takes the leave for the period of such leave, excluding any shift, weekend or public holiday penalties,

whichever is the higher.
- (c) Leading hand allowances payable for ordinary time worked, and other all purpose payments as identified in this Section, shall be included in the wage rate used for calculating an employee's annual leave payment as set out in clauses 19.2(a) or (b).

#### **19.3 Annual close down**

- (a) 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 the section or sections concerned, the following provisions shall apply:
  - (i) by the giving of not less than 90 days' notice the employer may direct all employees in the section or sections concerned to take leave for the duration of the closedown and allow those who are not then qualified for sufficient annual leave to cover the period of the close down to take paid leave on a proportionate basis and to take such accumulated time off/rostered days off as may be available to the employee to apply towards the close down period.



- (ii) all time during which an employee is stood down without pay for the purpose of clause 19.3(a)(i) shall count as service in the next 12 monthly qualifying period.
- (b) Notwithstanding clause 19.3(a), where there is agreement between the employer and the majority of employees concerned, the employer may close down its operations or a section or sections thereof on one additional occasion in any 12 month period for the purpose of allowing additional annual leave for a period agreed with its employees.

## **20. Personal leave**

- (a) Personal leave is provided for in Division 4 of the QES and covers:
  - (i) sick leave;
  - (ii) carer's leave;
  - (iii) bereavement leave; and
  - (iv) cultural leave.
- (b) Clauses 20(c) and (d) supplement the QES.
- (c) In addition to the provisions of Subdivision 2 of Division 4 of the QES an employee's accumulated sick leave entitlements are preserved when:
  - (i) the employee is absent from work on unpaid leave granted by the employer;
  - (ii) the employer or employee terminates the employee's employment and the employee is re-employed within three months;
  - (iii) 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.
- (d) An employee's sick leave continues to accrue whilst absent from work on paid leave granted by their employer.

## **21. Parental leave**

See clause 21 of Division 1 - Provisions with common application.

## **22. Long service leave**

- (a) Long service leave, including for casual employees, is provided for in Division 6 of the QES.
- (b) Portability of long service leave entitlements for local government employees is provided for in Division 2, Chapter 8 of the *Local Government Regulation 2010*.

## **23. Public holidays**

Public holidays are provided for in Division 7 of the QES. Clauses 23.1 to 23.4 supplement the QES provisions.

### **23.1 Payment for work on a public holiday**

- (a) An employee (other than a casual employee) who would normally work on a day on which a public holiday falls and who:
  - (i) is not required to work on that day, shall be paid for the ordinary hours the employee would normally have worked if that day had not been a public holiday;
  - (ii) is required to work on the public holiday will, in addition to the payment prescribed in clause 23.1(a)(i), be paid at the rate of time and one-half for any hours worked, with a minimum payment as for 4 hours' work for the day.
- (b) An employee who would normally work on a day on which a public holiday falls and who performs authorised overtime outside the employee's ordinary working hours for that day shall be paid for such time at double the overtime rate prescribed in clauses 18.2 or 18.3, as the case may be.
- (c) An employee who would not normally be required to work on a public holiday but who is required to work on that day shall be paid at the rate of double time and one-half for any hours worked, with a minimum payment as for 4 hours' work for the day.
- (d) The minimum payment provided in clauses 23.1(a) or (c) shall not apply where the work performed on the public holiday is immediately preceding or following ordinary hours.

### 23.2 Substitution

- (a) Subject to statutory limitations (such as the time that work may not be performed on Anzac Day) where there is agreement between the employer and an employee or employees, another ordinary working day may be substituted for a public holiday.
- (b) Where an employee is subsequently required to work on the substituted day they shall be paid at the rate prescribed in clause 23.1.

### 23.3 Employees who do not ordinarily work Monday to Friday of each week

- (a) An employee who does not ordinarily work Monday to Friday of each week is entitled to public holidays as follows:
  - (i) a full-time employee is entitled to either payment for each public holiday or a substituted day's leave.
  - (ii) where a public holiday falls on a Saturday or a Sunday (e.g. Australia Day) but is substituted for another day, all employees who would ordinarily have worked on such Saturday or Sunday but who are not rostered to work on such day are entitled to payment for the public holiday or a substituted day's leave.
- (b) For the purpose of clause 23.3(a), **payment for each public holiday** or the taking of a **substituted day's leave** will be equivalent to one fifth of the employee's ordinary weekly hours paid at the ordinary hourly rate.
- (c) Where Christmas Day falls on a Saturday or a Sunday and the public holiday is observed on another day, an employee required to work on Christmas Day (i.e. 25 December) is to be paid at the rate of double time if it is a Saturday and double time and one-half if it is a Sunday.
- (d) Nothing in clause 23.3 confers a right to any employee to payment for a public holiday as well as a substituted day in lieu.

### 23.4 Rostered day off on a public holiday

- (a) An employee (other than a casual employee) who is rostered off duty on any public holiday shall be paid an additional day's wage or, by mutual agreement between the employer and the employee, be granted a day's holiday in lieu at a time to be mutually arranged between the employer and the employee concerned, including by taking it in conjunction with annual leave.
- (b) For the purpose of clause 23.4(a), an additional day's wage or a day's holiday in lieu means one fifth of the employee's ordinary weekly hours paid at the ordinary hourly rate.
- (c) Nothing in clause 23.4 confers a right to any employee to payment for a public holiday as well as a substituted day in lieu.

#### **24. Jury service**

See clause 24 of Division 1 - Provisions with common application.

#### **25. Service leave**

See clause 25 of Division 1 - Provisions with common application.

### **PART 7 - Union Related Matters**

#### **26. Union encouragement**

See clause 26 of Division 1 - Provisions with common application.

#### **27. Union delegates**

See clause 27 of Division 1 - Provisions with common application.

#### **28. Trade union training leave**

- (g) Subject to the conditions set out in clause 28(d), upon written application by an employee to an employer, such application being endorsed by the relevant union and giving to the employer at least one month's notice, the employee shall be granted up to five working days' leave (non-cumulative) on ordinary pay each calendar year to attend courses and seminars conducted by the union or specific training courses approved and accredited by the union.
- (h) Other courses mutually agreed between the union and an employer may be included under clause 28.
- (i) For the purposes of clause 28(a), **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.
- (j) The granting of such leave shall be subject to the following conditions:
  - (vii) An employee must have at least 12 months' uninterrupted service with an employer prior to such leave being granted.
  - (viii) This clause shall not apply to an employer with less than 10 full-time employees covered by this Section.
  - (ix) The maximum number of employees under this Section from any one place of employment of the employer attending a course or seminar at the same time will be as follows:
    - (A) where the employer employs between 10 and 100 employees 2

(B) where the employer employs 100 employees or more 4

- (x) 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.
- (xi) 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.
- (xii) Leave granted to attend courses will not incur additional payment if such course coincides with the employee's rostered day off in 38 hour week working arrangements or with any other concessional leave.
- (k) 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.
- (l) Paid trade union training leave will not affect other leave granted to employees under this Award.

## **29. Right of entry**

See clause 29 of Division 1 - Provisions with common application.

## **PART 8 - Transfers, Travelling and Camps**

### **30. Provisions of general application**

- (a) Each employee covered by this Section shall start and cease work on the job at the usual commencing and finishing times and may be required to travel from work site to work site as directed by the employer.
- (b) An employee driving a vehicle supplied by the employer outside ordinary working hours at the direction of the employer for the purpose of transporting:
  - (i) other employees; and/or
  - (ii) goods, stores, provisions, tools or equipment on behalf of the employer,

shall be deemed to be working and entitled to be paid overtime at the applicable overtime rate/s.
- (c) For purposes of clarity, nothing in clause 30(b) is designed to entitle an employee to overtime rates where the vehicle they might be driving is carrying goods, stores, provisions, tools or equipment owned by the employee or the employer as an incidental aspect of the journey.

### **31. Provisions applicable to depot, workshop or facility based employees**

Except as prescribed elsewhere in this Section, no fares or travelling time shall be paid to a depot, workshop or facility (DWF) based employee who is engaged to work either permanently or principally at a depot, workshop or facility owned or operated by the employer.

**32. 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 32(a) and (b), travelling between the depot and the job that occurs outside an employee's ordinary hours of duty shall be paid for at the employee's ordinary hourly rate.

**33. 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 the employee's ordinary hourly rate.
- (b) Employees who use their own motor vehicle to travel directly to a job site shall be paid \$0.5708 per kilometre for that part of the trip that exceeds the distance between the employee's normal place of residence and the usual depot.
- (c) Where there is agreement between the employer and the majority of employees concerned different travelling arrangements may apply.

**34. Distant work - other than if living in a camp**

An employee required to travel to a locality at such distance from the employee's usual place of residence that the employee cannot reasonably return to that place each night shall be:

- (a) provided with reasonable transport to and from such locality; and
- (b) reimbursed the actual and reasonable expenses for any meals and incidental expenses necessarily incurred by the employee while undertaking such travel; and
- (c) provided with reasonable board and accommodation.

**35. Camp allowance and accommodation**

- (a) Where for the performance of work it is necessary for an employee to live in a camp provided by the employer either:
  - (i) because there are no reasonable transport facilities to enable the employee to travel to and from home each day; or
  - (ii) because the employee is directed to live in the camp,the employee shall be paid a camping allowance of \$14.02 for each day (including Saturday and Sunday) the employee lives in camp.
- (b) When an employee lives in a camp during the week and returns home or is otherwise absent from camp for not more than two nights during the week, but does not absent themselves from the job for any of the ordinary working hours, they shall be paid the camping allowance for each of the normal working days.

- (c) The camp shall be provided free of charge by the employer with board and accommodation of a suitable standard.
- (d) For the purposes of this clause, whether board and accommodation is of a suitable standard is to be assessed against the "standard" set out in clauses 10.1, 10.2 or 10.3, as may be applicable, in the *Local Government Employees (Excluding Brisbane City Council) Award - State 2003*.
- (e) In the event of any dispute about the standard of accommodation the matter shall be dealt with in accordance with the provisions of clause 7.2 of Division 1 of this Award.

### **36. Employee living in a camp or caravan**

- (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 four 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.
- (c) For the purposes of clause 36, **recognised centre** shall mean the nearest Council depot to the camp or caravan.
- (d) An employee using their own vehicle to travel between the camp or caravan and recognised centre and who agrees to transport stores and/or other materials shall be paid travelling time at the rate of time and one-half.
- (e) Travelling time relating to travel between the camp or caravan and a job site, or return, which is undertaken outside the ordinary working hours shall be paid for at the rate of time and one-half.
- (f) An employee required to use their own motor vehicle in lieu of employer provided transport shall be paid \$0.5708 per kilometre.

## **PART 9 - Training and Related Matters**

### **37. Training**

The parties to this Section recognise that in order to increase the efficiency and productivity of the enterprise 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.

## **Division 3 - Section 5 - Schedule 1 (Classifications - Operational Services)**

### **Characteristics of levels**

All positions in this group are categorised into one of nine work levels, as follows:

#### **Level 1**

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.

Occupations normally associated with this level include:

- Labourer grade 1;
- Surveyors labourer;
- Driller - water wells up to 300 metres;
- Driller - water wells over 300 metres;
- Driller - sub artesian bores up to 300 metres;
- Municipal baths - other employees;
- Caretaker;
- Day cleaner;
- Other employees:
  - Cemeteries;
  - Bar attendant/drink waiter;
- Cook (other than included elsewhere);
- Bus depot attendants;
- Car park attendants;

- Watchpersons/gatekeepers.

## Level 2

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:

- Surveyor's 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.

Occupations normally associated with this level include:

- Labourer grade 2;
- Surveyor's chainperson grade II;
- Surveyor's cooks;
- Head driller - water wells up to 300 metres;
- Head driller - 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.

### Level 3

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.

Occupations normally associated with this level include:

- 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;
- Driver of motor vehicles with capacity exceeding 6.08t;
- 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.

#### **Level 4**

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.);
- Dogging, Rigging;
- 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).

Occupations normally associated with this level include:

- 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;

## **Level 5**

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;
- Supervisor 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.

Occupations normally associated with this level include:

- 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 operator's 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 0.5 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 tonnes;
- Operator of pneumatic tyred powered road roller over 8 tonnes;
- Operator of steel wheeled powered road roller over 8 tonnes;
- Earthmoving equipment serviceperson;
- Backhoe operator;
- Driver of mobile crane - up to 15 tonnes.

## Level 6

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;
- coordination of by-laws, monitoring and enforcement operation;
- driving a rigid motor vehicle (truck tractor) and heavy trailer/s combination (trailer having loaded mass of 3.5 tonnes or more) exceeding 42.5 GCM;
- driving an articulated or double articulated vehicle exceeding 42.5 GCM;
- driving a low loader exceeding 43 tonnes GCM;
- operation of heavy mechanical plant; single unit grader over 35 KW, scraper loader over 10 cubic metre capacity, excavator over 0.5 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 tonnes.

Occupations normally associated with this level include:

- 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 operator's assistant;
- Diver;
- Operator of single unit grader over 35 KW;
- Operator of scraper loader over 10 cubic metre capacity;
- Operator of excavator over 0.5 cubic metre capacity;
- Operator of front-end or overhead loader over 2.25 cubic metre capacity;
- 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 tonnes.

## **Level 7**

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.

## **Level 8**

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.

Occupations normally associated with this level include:

- Operator class II sewerage treatment plant;
- Operator water treatment plant.

## **Level 9**

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.

Occupations normally associated with this level include:

- Operator class I sewerage treatment plant.

## Division 3 - Section 5 - Schedule 2 (Owner Driver Motor Vehicle Hire Rates)

### PART A - Tip and non-tip trucks

Owner drivers using their own motor vehicles shall in addition to the rates prescribed in clause 12.1 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:

#### Tip trucks

<b>Tonnes</b>	<b>Column 1 Weekly Rate \$</b>	<b>Column 2 Km Rate c</b>	<b>Column 3 Work Kilometres</b>
Up to and including 2 tonne	370.95	-	-
Exceeding 2 t/up to 3 tonne	397.03	-	-
Exceeding 3 t/up to 4 tonne	444.13	-	-
Exceeding 4 t/up to 5 tonne	542.16	-	-
Exceeding 5 t/up to 6 tonne	619.86	-	-
Exceeding 6 t/up to 7 tonne	681.71	-	-
Exceeding 7 t/up to 8 tonne	749.55	-	-
Exceeding 8 t/up to 9 tonne	794.19	-	-
Exceeding 9 t/up to 10 tonne	839.28	-	-
Exceeding 10 t/up to 11 tonne	1,026.19	60.5	600
Exceeding 11 t/up to 12 tonne	1,109.56	63.9	600
Exceeding 12 t/up to 13 tonne	1,196.33	68.0	600
Exceeding 13 t/up to 14 tonne	1,294.16	73.7	600
Exceeding 14 t/up to 15 tonne	1,405.64	80.1	600
Exceeding 15 t/up to 16 tonne	1,433.67	83.5	600
Exceeding 16 t/up to 17 tonne	1,461.71	87.0	600
Exceeding 17 t/up to 18 tonne	1,485.42	91.9	600
Exceeding 18 t/up to 19 tonne	1,513.38	95.4	600
Exceeding 19 t/up to 20 tonne	1,578.50	98.3	600
Exceeding 20 t/up to 21 tonne	1,659.79	102.3	600
Exceeding 21 t/up to 22 tonne	1,741.57	105.8	600
Exceeding 22 t/up to 23 tonne	1,823.70	109.8	600
Exceeding 23 t/up to 24 tonne	1,892.24	113.9	600
Exceeding 24 t/up to 25 tonne	1,961.35	117.9	600

#### Non-tip trucks

<b>Tonnes</b>	<b>Column 4 Weekly Rate \$</b>	<b>Column 5 Km Rate c</b>	<b>Column 6 Work Kilometres</b>
Up to and including 1 tonne	289.63	-	-
Exceeding 1 t/up to 2 tonne	328.29	-	-
Exceeding 2 t/up to 3 tonne	367.18	-	-
Exceeding 3 t/up to 4 tonne	404.66	-	-
Exceeding 4 t/up to 5 tonne	491.73	-	-
Exceeding 5 t/up to 6 tonne	554.08	-	-
Exceeding 6 t/up to 7 tonne	617.01	-	-
Exceeding 7 t/up to 8 tonne	682.77	-	-
Exceeding 8 t/up to 9 tonne	741.47	-	-
Exceeding 9 t/up to 10 tonne	785.43	-	-
Exceeding 10 t/up to 11 tonne	963.13	60.5	600
Exceeding 11 t/up to 12 tonne	1,049.23	63.9	600
Exceeding 12 t/up to 13 tonne	1,138.63	68.0	600



<b>Tonnes</b>	<b>Column 4 Weekly Rate \$</b>	<b>Column 5 Km Rate c</b>	<b>Column 6 Work Kilometres</b>
Exceeding 13 t/up to 14 tonne	1,239.15	73.7	600
Exceeding 14 t/up to 15 tonne	1,318.72	80.1	600
Exceeding 15 t/up to 16 tonne	1,347.40	83.5	600
Exceeding 16 t/up to 17 tonne	1,376.09	87.0	600
Exceeding 17 t/up to 18 tonne	1,407.62	91.9	600
Exceeding 18 t/up to 19 tonne	1,436.37	95.4	600
Exceeding 19 t/up to 20 tonne	1,486.20	98.3	600
Exceeding 20 t/up to 21 tonne	1,539.00	102.3	600
Exceeding 21 t/up to 22 tonne	1,603.19	105.8	600
Exceeding 22 t/up to 23 tonne	1,667.76	109.8	600
Exceeding 23 t/up to 24 tonne	1,732.91	113.9	600
Exceeding 24 t/up to 25 tonne	1,798.57	117.9	600

Notes:

- Column 1 and Column 4 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 5 prescribe the kilometre rate for vehicles in excess of 10 tonnes for any working distance in excess of the kilometres shown in Columns 3 and 6 for each period of ordinary weekly hours.
- Columns 3 and 6 prescribe the minimum number of working kilometres which must be performed before the excess kilometre rate as shown in Columns 2 and 5 applies.
- 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 - Vehicle Registration) Regulation 2010* and as indicated on the vehicle's registration certificate.

## **PART B - Part days or weeks**

For any periods of more or less than the ordinary weekly hours and/or days of work prescribed elsewhere in this Award, a *pro rata* adjustment to the basic weekly rates as shown in Column 1 and Column 4 shall be made before calculating any additional kilometric payment.

The truck hire rate shall be calculated in accordance with the following formula:

$$\text{THR} = \{ \{ \text{WR} - (700 \times \text{S}) \} \text{H/Z} \} + [20 \times \text{P} \times \text{S}] + [\text{S}(600 \times \text{H/Z})] + [\text{Y (only if +ve, otherwise ignore)}]$$

Where:

$$\text{Y} = [\text{D} - (600 \times \text{H/Z})] \times \text{S}$$

and where:

- THR: is the truck hire rate.  
 WR: is the weekly rate (\$) (Column 1 or Column 4).  
 S: is the kilometre rate (\$) (Column 2 or Column 5).  
 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.

**PART C - Hydraulic crane hire**

An owner driver 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, as follows:

<b>Crane capacity</b>	<b>Rate Per Day \$</b>	<b>Recommended Truck Size</b>
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.

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.

**PART D - Water tank and pump hire**

When at the request or direction of the employer, an owner truck driver uses the employee's own water tank or the employee's own water tank and pump on the job, the employer shall pay the owner driver an additional \$3.96 per hour for each hour that the owner driver's tank or the employee's own water tank and pump are in use on the job.

## **Division 3 - Section 6 - Theatrical Services**

### **PART 1 - Coverage and Operation**

#### **1. Coverage of Section 6 of Division 3**

This Section covers local government employees engaged in theatrical services in either a front of house, back of house, technical or support role.

#### **2. Operation and transitional arrangements**

See clause 2 of Division 1 - Provisions with common application.

#### **3. Definitions and interpretation**

(a) Definitions with common application are contained in clause 3 of Division 1.

(b) In this Section, unless the context otherwise requires:

**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 equivalent to 4.5 hours at the rate payable to an equivalent casual employee

**union** means the following industrial organisations of employees in accordance with their callings:

- The Australian Workers' Union of Employees, Queensland;
- The Electrical Trades Union of Employees Queensland; or
- United Voice, Industrial Union of Employees, Queensland

#### **4. Coverage of the 2017 QLGIA**

See clause 4 of Division 1 - Provisions with common application.

#### **5. The Queensland Employment Standards and this Award**

See clause 5 of Division 1 - Provisions with common application.

#### **6. Enterprise flexibility and facilitative award provisions**

See clause 6 of Division 1 - Provisions with common application.

### **PART 2 - Dispute Resolution**

#### **7. Dispute resolution**

See clause 7 of Division 1 - Provisions with common application.

## **PART 3 - Types of Employment, Consultation and Termination of Employment**

### **8. Types of employment**

#### **8.1 Full-time employment**

A full-time theatrical services employee is one engaged to work an average of 38 ordinary hours per week as described in clause 15 in this Section.

#### **8.2 Part-time employment**

- (a) A part-time theatrical services employee is an employee who:
  - (i) is engaged to work for more than 10 hours but not more than 38 ordinary hours per week; and
  - (ii) receives, on a *pro rata* basis, the same salary and conditions of employment to those of an equivalent full-time employee who performs the same kind of work.
- (b) For each ordinary hour worked a part-time employee shall be paid no less than 1/38th of the minimum weekly rate of pay for their classification.
- (c)
  - (i) By mutual agreement with their employer, a part-time employee may elect to work additional ordinary hours above their regular hours, up to and including full-time equivalent hours. The additional hours so worked are to be taken into account in the *pro rata* calculation of all leave and other entitlements.
  - (ii) Any such additional ordinary hours are to be treated as follows:
    - (A) day workers - additional hours worked within the spread of ordinary hours prescribed in clause 15.3 are to be paid for at the ordinary hourly rate;
    - (B) shift workers - to be paid for at the ordinary hourly rate, plus the applicable shift allowance.
- (d) All time worked in excess of the agreed hours or outside the spread of ordinary hours prescribed in clause 15.3 shall be paid at the appropriate overtime rate.

#### **8.3 Casual employment**

- (a) A casual theatrical services employee is one engaged and paid as such.
- (b) Except where otherwise provided, a casual employee is entitled to receive, on a *pro rata* basis, the same pay and conditions of employment, other than leave entitlements, to those of an equivalent full-time employee who performs the same kind of work.
- (c) For each ordinary hour worked a casual employee shall be paid no less than 1/38th of the minimum weekly rate of pay for their classification plus a casual loading of 23%.
- (d) Each casual engagement stands alone with a minimum payment as for 3 hours' work on each occasion.
- (e) Casual employees shall be entitled to receive overtime, weekend penalties and public holiday penalty payments in accordance with the terms of this Section.

- (f) The long service leave entitlement of casual employees is prescribed in clause 22.

#### 8.4 Performance employment

A performance employee is one engaged on a per performance basis, where **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 equivalent to 4.5 hours at the rate payable to an equivalent casual employee.

### 9. Termination of employment

See clause 9 of Division 1 - Provisions with common application.

### 10. Redundancy

See clause 10 of Division 1 - Provisions with common application.

### 11. Consultation - Introduction of changes

See clause 11 of Division 1 - Provisions with common application.

## PART 4 - Minimum Wage and Salary Levels, Allowances and Related Matters

*(Note: The wage rates and salary levels prescribed in this Award do not apply to employees to whom the provisions of Schedule 2 in Division 1 (Supported Wage System) apply.)*

### 12. Classifications and minimum wage and salary levels

#### 12.1 Minimum wage levels

Employees covered by Section 6 of Division 3 are to be classified into an appropriate classification and level in accordance with the classification structure set out in Schedule 1 in this Section with minimum wage and salary levels for employees 20 years of age and above to be as set out in the table below:

Classification	As from 1 September 2016		As from 28 February 2017	
	Wage Level	Award Rate <sup>1</sup> Per Week \$ <sup>2</sup>	Wage Level	Award Rate <sup>1</sup> Per Week \$ <sup>2</sup>
<b>Front of house</b>				
Front of house staff	1A	728.50	1	734.00
Program/merchandise seller	1A	728.50	1	734.00
Spruiker	1A	728.50	1	734.00
Usher, ticket taker, door attendant, cloakroom attendant, all other employees	1B	734.00	1	734.00
Ticket seller	1A	728.50	1	734.00
Senior ticket seller	2A	749.00	2	755.50
Ticket seller (booking)	3A	769.50	3	777.50
Coordinator	3A	769.50	3	777.50
<b>Back of house</b>				
Stage doorkeeper	1A	728.50	1	734.00

Classification	As from 1 September 2016		As from 28 February 2017	
	Wage Level	Award Rate <sup>1</sup> Per Week \$ <sup>2</sup>	Wage Level	Award Rate <sup>1</sup> Per Week \$ <sup>2</sup>
Stage assistant	1A	728.50	1	734.00
Utility person	1A	728.50	1	734.00
Stage property person, lights and flies	2A	749.00	2	755.50
Assistant theatre technician	3A	769.50	3	777.50
Assistant manager	3A	769.50	3	777.50
Assistant manager (2+ years experience)	3B	777.50	3	777.50
Employee required to work counterweights	3A	769.50	3	777.50
Head flyer	3B	777.50	3	777.50
Lightperson in perch, dome, boatswain's chair or swinging scaffold, or showing spotlight or flooding by arc lamp	3A	769.50	3	777.50
Person in charge of side	3A	769.50	3	777.50
Scenic artist/artist/set painter	3B	777.50	3	777.50
Stage carpenter or mechanist	3B	777.50	3	777.50
Stage coordinator	3A	769.50	3	777.50
Technician/lightperson	3B	777.50	3	777.50
Head lightperson	5A	808.50	5	808.50
Head property person	5A	808.50	5	808.50
Head stage carpenter or mechanist	5A	808.50	5	808.50
Projectionist	5A	808.50	5	808.50
Public address and/or sound operator	5A	808.50	5	808.50
Scene and/or set designer	5A	808.50	5	808.50
Theatre technician	5A	808.50	5	808.50
Senior theatre technician	6A	830.00	6	830.00
Stage manager	6A	830.00	6	830.00
Stage manager	7A	839.50	7	854.00
Technical manager	7B	854.00	7	854.00
Technical stage manager	8A	866.50	8	876.50

Notes:

<sup>1</sup> Includes the arbitrated wage adjustment payable under the 1 September 2016 Declaration of General Ruling.

<sup>2</sup> Rounded to the nearest \$0.50.

**12.2 Junior Rates**

- (a) The minimum rates payable to junior employees shall be as follows:

Age of employee	% of relevant minimum adult rate
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
20 years of age	100

- (b) Junior rates shall be calculated to the nearest \$0.10.

### 13. Allowances

In addition to the allowances prescribed in clause 13 of Division 1 - Provisions with common application, the following provisions apply to employees covered by this Section.

#### 13.1 Divisional and District parities

See clause 13.1 of Division 1 - Provisions with common application.

#### 13.2 Overtime meal allowance

- (a) Subject to clause 13.2(b), where, because of unforeseen circumstances, an employee is required to continue working beyond their usual finishing time for more than one hour and beyond the meal periods specified hereunder, the employee shall be paid a meal allowance of \$12.35. For the purpose of this clause, meal hours shall be deemed to be:
- (i) breakfast - 0700 to 0800
  - (ii) lunch - 1145 to 1415
  - (iii) dinner - 1700 to 1900.
- (b) The meal allowance specified in clause 13.2(a) shall not be payable where notice of intention to work overtime was given during the previous period of duty or earlier.

#### 13.3 Working in wet weather

- (a) Subject to clause 13.3(b) if an employee is required to work in the rain, or in area where the rain makes conditions wet, and the employee gets their clothes or any part of their clothing wet, they shall be paid for all the time so worked at the rate of double time with such payment to continue until they cease work or are able to change into dry clothes.
- (b) Clause 13.3(a) shall not apply where the employee is provided by the employer with waterproof clothing and footwear.

#### 13.4 Adjustment of monetary allowances

- (a) The monetary allowance specified in clause 13.3 (working in wet weather) shall be automatically adjusted from the same date and in the same manner as monetary allowances are adjusted in any State Wage Case decision or other decision of the Commission adjusting minimum wage rates in this Award.
- (b) At the time of any adjustment to the wage rates in this Award the expense related allowances at clause 13.2 (overtime meal allowance) and clause 30 (uniforms), shall be automatically adjusted by the relevant adjustment factor. The relevant adjustment factor for this purpose is the

percentage movement in the applicable index figure most recently published by the Australian Bureau of Statistics since the allowance was last adjusted.

- (c) The applicable index figure is the index figure published by the Australian Bureau of Statistics for the Eight Capitals Consumer Price Index, as follows:

<u>Allowance</u>	<u>Eight Capitals Consumer Price Index</u> <u>(ABS Cat No. 6401.0 - Table 7)</u>
Overtime meal allowance (last adjusted 1 September 2016)	Take-away and fast foods sub-group
Uniform and laundry allowance (last adjusted 1 September 2014)	Clothing and footwear group

#### **14. Superannuation**

See clause 14 of Division 1 - Provisions with common application.

### **PART 5 - Hours of Work and Related Matters**

#### **15. Hours of duty**

- (a) Ticket sellers - the hours of duty shall not exceed an average of 7 hours and 36 minutes (including 10 minutes changing time) per day to be worked on a maximum of five days in each week and shall be worked continuously except for a relief of 30 minutes to be given at a time to be mutually agreed upon by the employer and the employee/s.
- (b) Mechanical, Property, Wardrobe, Light and Stage Managers Departments, respectively - the ordinary working hours shall not exceed an average of 7 hours and 36 minutes per day to be worked on a maximum of five days in each week within a spread of hours not exceeding 10.5 hours and shall be worked between the hours of 0800 and 2330.
- (c) Dressers - the ordinary working hours of dressers shall be from one hour prior to the raising of the curtain until 15 minutes after the final curtain fall.
- (d) Utility persons - the ordinary hours of duty shall not exceed an average of 7 hours and 36 minutes per day to be worked on a maximum of five days in each week between 0630 and 2400 with not more than 10.5 hours between starting time and ceasing time.
- (e) All time worked by an employee between midnight and 0800 on the next day shall be paid for at the rate of double time.
- (f) All ordinary time worked by an employee, including a casual or performance employee, on a Sunday shall be paid for at the rate of double time.

#### **16. Meal breaks**

- (a) All employees shall be allowed not less than 30 minutes for an unpaid meal break not later than 5 hours after their ordinary starting time each day.
- (b)
  - (i) Subject to clause 16(b)(ii) all work performed during an employee's recognised meal break shall be paid for at the rate of double time.
  - (ii) The extra payment specified in clause 16(b)(i) shall not apply if the employee and the employer agree to alter the time of the meal break.



## **17. Rest pauses**

- (a) Every employee, other than casual and performance employees who do not work 8 hours continuously (except meal break), shall be granted a rest pause of 10 minutes duration in the employer's time in the first and second half of their daily work. Such rest pauses shall be taken at such times as will not interfere with the continuity of work where continuity is necessary.
- (b) Notwithstanding the provisions of clause 17(a) the rest pauses may be combined into one 20 minute break to be taken at a mutually agreeable time.

## **18. Overtime**

- (a) Subject to clauses 18(b) and (c) all time worked outside or in excess of the ordinary hours of work shall be paid for at the rate of time and one-half for the first three hours and double time thereafter.
- (b) All overtime worked on Sundays shall be paid for at the rate of double time.
- (c) An employee required to continue working overtime between midnight and 0800 and required to continue to resume work after 0800 without having a break of at least 8 hours shall be paid double time until a break of 8 hours has been taken.

# **PART 6 - Leave of Absence and Public Holidays**

## **19. Annual leave**

Annual leave is provided for in Division 3 of the QES. Clauses 19.1 and 19.2 supplement the QES.

### **19.1 Payment for annual leave**

An employee (other than a casual employee) proceeding on annual leave is entitled to receive the following payments:

- (a) an amount equal to the wage rate being paid to the employee immediately before the employee takes the leave for the period of such leave; and
- (b) a further amount equal to 17.5% of the wage rate being paid to the employee immediately before the employee takes the leave for the period of such leave.

### **19.2 Annual close down**

- (a) 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 the section or sections concerned, the following provisions shall apply:
  - (i) by the giving of not less than 90 days' notice the employer may direct all employees in the section or sections concerned to take leave for the duration of the closedown and allow those who are not then qualified for sufficient annual leave to cover the period of the close down to take paid annual leave on a proportionate basis and to take such banked days off/TOIL/rostered days off as may be available to the employee to apply towards the close down period.
  - (ii) all time during which an employee is stood down without pay for the purpose of clause 19.2(a)(i) shall count as service in the next 12 monthly qualifying period.

- (b) Notwithstanding clause 19.2(a), where there is agreement between the employer and the majority of employees concerned, the employer may close down its operations or a section or sections thereof on one additional occasion in any 12 month period for the purpose of allowing additional annual leave for a period agreed with its employees.

## **20. Personal leave**

- (a) Personal leave is provided for in Division 4 of the QES and covers:
  - (i) sick leave;
  - (ii) carer's leave;
  - (iii) bereavement leave; and
  - (iv) cultural leave.
- (b) Clauses 20(c) and (d) supplement the QES.
- (c) In addition to the provisions of Subdivision 2 of Division 4 of the QES an employee's accumulated sick leave entitlements are preserved when:
  - (i) the employee is absent from work on unpaid leave granted by the employer;
  - (ii) the employer or employee terminates the employee's employment and the employee is re-employed within three months;
  - (iii) 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.
- (d) An employee's sick leave continues to accrue whilst absent from work on paid leave granted by their employer.

## **21. Parental leave**

See clause 21 of Division 1 - Provisions with common application.

## **22. Long service leave**

- (a) Long service leave, including for casual employees, is provided for in Division 6 of the QES.
- (b) Portability of long service leave entitlements for local government employees is provided for in Division 2, Chapter 8 of the *Local Government Regulation 2010*.

## **23. Public holidays**

Public holidays are provided for in Division 7 of the QES. Clause 23.1 supplements the QES provisions.

### **23.1 Payment for public holidays and for work on a public holiday**

- (a) An employee (other than a casual or performance employee) who would normally work on a day on which a public holiday falls and who:
  - (i) is not required to work on that day, shall be paid for the ordinary hours the employee would normally have worked if that day had not been a public holiday;

- (ii) is required to work on the public holiday shall, in addition to the payment prescribed in clause 23.1(a)(i) be paid at the rate of time and one-half for any hours worked, with a minimum payment as for 4 hours' work for the day.
- (b) An employee who would normally work on a day on which a public holiday falls and who performs authorised overtime outside the employee's ordinary working hours for that day shall be paid for such time at double the overtime rate prescribed in clause 18.2.
- (c) An employee (including a casual or performance employee) who would not normally be required to work on a public holiday but who is required to work on that day shall be paid at the rate of double time and one-half for any hours worked, with a minimum payment as for 4 hours' work for the day for a full-time, part-time or casual employee and 4.5 hours for a performance employee.
- (d) The minimum payments provided in clauses 23.1(a) or (c) shall not apply where the work performed on the public holiday is immediately preceding or following ordinary hours.
- (e) Where there is agreement between the employer and the majority of employees concerned, a public holiday may be substituted for another day. If such other day is worked, then payment for that day shall be at the rate of double time and one-half.

### **23.2 Substitution**

- (a) Subject to statutory limitations (such as the time work may not be performed on Anzac Day) where there is agreement between the employer and an employee or employees, another ordinary working day may be substituted for a public holiday.
- (b) Where an employee is subsequently required to work on the substituted day they shall be paid at the rate prescribed in clause 23.1.

## **24. Jury service**

See clause 24 of Division 1 - Provisions with common application.

## **25. Service leave**

See clause 25 of Division 1 - Provisions with common application.

## **PART 7 - Union Related Matters**

### **26. Union encouragement**

See clause 26 of Division 1 - Provisions with common application.

### **27. Union delegates**

See clause 27 of Division 1 - Provisions with common application.

### **28. Trade union training leave**

There are no provisions concerning trade union training leave in this Section.

### **29. Right of entry**

See clause 29 of Division 1 - Provisions with common application.

## **PART 8 - Uniforms and Equipment**

### **30. Uniforms**

- (a) Every employer shall provide special dress (including boots or shoes) or uniform when the employer requires an employee 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.
- (b)
  - (i) An employee required to launder a uniform or any part of them shall be paid as follows:
    - blouse \$1.64;
    - frock \$3.32;
    - collar and/or scarf \$0.82;
    - skirt \$1.64;
    - pant suit \$4.14.
  - (ii) These rates shall apply for laundering once only in each week. If it is required that an item needs to be laundered more than once, the above rates are to apply for each occasion the item is laundered.
- (c) Any front of house staff required to wear unusual or promotional attire shall be paid not less than \$0.68 for each performance such special dress is required to be worn.
- (d) Every employer shall provide a dress coat or dinner jacket when they require an employee to wear such coat or jacket or, in lieu thereof, shall pay to the employee an allowance of \$0.56 per day with a maximum of \$2.80 per week (i.e. 5 x \$0.56).
- (e) An employee required to wear appropriate attire shall be paid \$0.27 for each performance they are required to wear such attire.

### **31. Equipment**

- (a) All mechanical property or lighting requirements shall be provided by the employer.
- (b) Torches shall be provided by the employer for all front of house staff.
- (c) Cleaners shall be provided with all materials and implements necessary for their work and with hot water for cleaning and scrubbing in cold weather. If requested they shall also be provided with protective clothing, including gloves.

## **PART 9 - Training and Related Matters**

### **32. Training**

The parties to this Section 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.

## Division 3 - Section 6 - Schedule 1 (Classifications - Theatrical Services)

### Classification definitions - In this group:

An **Assistant theatre technician** is an employee who, under the direction of a Theatre technician or a Senior theatre technician, assists in the maintenance and operation of a theatre's technical systems. The Assistant theatre technician may be required to operate a spot light during performances.

**Front of house staff** are employees who carry out front of house duties, which may include ticket taking, attending doors and ushering.

A **Front of house coordinator** is an employee who, in addition to other front of house duties, is responsible for the coordination of Front of house staff and the efficient functioning of the front of house services during productions.

A **Head lightperson** is an employee who is in charge of the light department and who supervises the work of one or more employees.

A **Head property person** is an employee who is in charge of the property department and who supervises the work of one or more employees.

A **Head stage carpenter or mechanist** is an employee who is in charge of the mechanical department and who supervises the work of one or more employees.

A **Program/merchandise seller** is an employee whose principle duty is the selling of programs and/or merchandise, including the handling of cash.

A **Projectionist** is 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.

A **Senior theatre technician** is 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 Theatre technician or Assistant theatre technician.

A **Senior ticket seller** is an employee who, in addition to the major function of ticket selling, assists in the coordination and functioning of a box office, booking office and related areas.

A **Stage assistant** is an employee is primarily engaged on unskilled duties relating to the preparation of the stage and back-stage areas for productions.

A **Stage coordinator** is 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.

A **Technical manager** is an employee who has overall responsibility for the operation and maintenance of technical systems and the supervision of employees.

A **Theatre technician** is 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.

A **Ticket seller** is an employee whose principle duty is selling tickets.

An **Utility person** is an employee who is mainly engaged on unskilled work but who performs slightly skilled repair work for the maintenance of the premises and/or billboards wherever situated.

## **Division 3 - Section 7 - Tour Guides**

### **PART 1 - Coverage and Operation**

#### **1. Coverage of Section 7 of Division 3**

This Section covers local government employees engaged as tour guides.

#### **2. Operation and transitional arrangements**

See clause 2 of Division 1 - Provisions with common application.

#### **3. Definitions and interpretation**

(a) Definitions with common application are contained in clause 3 of Division 1.

(b) In this Section, unless the context otherwise requires:

**tour guide** means an employee specifically engaged to conduct a guided tour involving explanations in one or more languages of the sights, venues of facilities being visited and generally to guide and assist tour members (including safety and welfare considerations) and do whatever is reasonably necessary to maximise their appreciation and enjoyment of the tour. Tour guides may also be involved in selling additional tours as part of their normal tour guide activities, and any other duties that are incidental to tour guide operations

**union** means the following industrial organisations of employees in accordance with their callings:

- The Australian Workers' Union of Employees, Queensland; or
- United Voice, Industrial Union of Employees, Queensland

#### **4. Coverage of the 2017 QLGIA**

See clause 4 of Division 1 - Provisions with common application.

#### **5. The Queensland Employment Standards and this Award**

See clause 5 of Division 1 - Provisions with common application.

#### **6. Enterprise flexibility and facilitative award provisions**

See clause 6 of Division 1 - Provisions with common application.

### **PART 2 - Dispute Resolution**

#### **7. Dispute resolution**

See clause 7 of Division 1 - Provisions with common application.

## **PART 3 - Types of Employment, Consultation and Termination of Employment**

### **8. Types of employment**

A tour guide may be employed on a full-time, part-time, casual or fixed term specific task (FTST) basis. Employees shall be advised in writing of their employment categories and wage level upon engagement.

#### **8.1 Full-time employment**

A full-time tour guide is one who is engaged to work an average of 38 ordinary hours per week as prescribed in clause 15 of this Section.

#### **8.2 Part-time employment**

- (a) A part-time tour guide is an employee who:
  - (i) is engaged to work for more than 10 hours but not more than 38 hours per week; and
  - (ii) receives, on a *pro rata* basis, the same salary and conditions of employment to those of an equivalent full-time employee who performs the same kind of work.
- (b) For each ordinary hour worked a part-time employee shall be paid no less than 1/38th of the minimum weekly rate of pay for their classification, with a minimum payment as for 3 hours' work for each day worked.
- (c)
  - (i) By mutual agreement with their employer, a part-time employee may elect to work additional ordinary hours above their regular hours, up to and including full-time equivalent hours.
  - (ii) Any such additional hours worked within the spread of ordinary hours prescribed in clause 15.3 are to be paid for at the ordinary hourly rate.
  - (iii) The additional hours so worked are to be taken into account in the *pro rata* calculation of all leave and other entitlements.
- (d) All time worked in excess of the agreed hours or outside the ordinary hours prescribed in clause 15 shall be paid at the appropriate overtime rate.

#### **8.3 Casual employment**

- (a) A casual tour guide is one engaged and paid as such for not more than 32 hours in any one week.
- (b) Except where otherwise provided, a casual employee is entitled to receive, on a *pro rata* basis, the same pay and conditions of employment, other than leave entitlements, to those of an equivalent full-time employee who performs the same kind of work.
- (c) For each ordinary hour worked a casual employee shall be paid no less than 1/38th of the minimum weekly rate of pay for their classification plus a casual loading of 23%.
- (d) Each casual engagement stands alone with a minimum payment as for 2 hours' work on each occasion.
- (e) Casual employees shall be entitled to receive overtime, weekend penalties and public holiday penalty payments in accordance with the terms of this Section.

- (f) The long service leave entitlement of casual employees is prescribed in clause 22.

#### 8.4 Fixed term specific task (FTST)

- (a) Subject to clause 8.4(c) a fixed term specific task (FTST) employee is one who, by mutual agreement with the employer, undertakes a specific task or assignment (e.g. a tour) for a fixed sum which is no less than the award payment calculated at the average time such a task or assignment takes based on custom and practice.
- (b) An FTST employee may be a full-time weekly employee, a part-time weekly employee or a casual.
- (c) Once a FTST is commenced, the employee must receive at least 3 hours' pay at the appropriate rate even though the task may not be completed through no fault of the employee (e.g. sickness, accident, breakdown or inclement weather).

### 9. Termination of employment

See clause 9 of Division 1 - Provisions with common application.

### 10. Redundancy

See clause 10 of Division 1 - Provisions with common application.

### 11. Consultation - Introduction of changes

See clause 11 of Division 1 - Provisions with common application.

## PART 4 - Minimum Wage and Salary Levels, Allowances and Related Matters

*(Note: The wage rates and salary levels prescribed in this Award do not apply to employees to whom the provisions of Schedule 2 in Division 1 (Supported Wage System) apply.)*

### 12. Classifications and minimum wage and salary levels

#### 12.1 Minimum wage levels

Employees covered by Section 7 of Division 3 are to be classified into an appropriate classification and level in accordance with the classification structure set out in Schedule 1 in this Section with minimum wage and salary levels to be as set out in the table below:

Classification	As from 1 September 2016		As from 28 February 2017	
	Wage Level	Award Rate <sup>1</sup> Per Week \$ <sup>2</sup>	Wage Level	Award Rate <sup>1</sup> Per Week \$ <sup>2</sup>
Introductory tour guide, first 3 months	1A	728.50	1	734.00
Introductory tour guide, over 3 months and up to 6 months	2A	749.00	2	755.50
Tour guide, level 1	3A	769.50	3	777.50
Tour guide, level 2	5A	808.50	5	808.50
Tour guide, level 3	7B	854.00	7	854.00

Notes:

- <sup>1</sup> Includes the arbitrated wage adjustment payable under the 1 September 2016 Declaration of General Ruling.



<sup>2</sup> Rounded to the nearest \$0.50.

## **12.2 Mixed functions**

An employee who is required to perform duties at a higher level than their usual classification/wage level shall be paid as follows:

- (a) if required to work for more than 4 hours on any day - at the rate applicable to such higher level for the whole of that day;
- (b) if required to work 4 hours or less on any day - at the rate applicable to such higher level for 4 hours.

## **12.3 Commission payments**

- (a) Whilst supplementary Commission payments are not an uncommon feature in the remuneration arrangements for tour guides, they may not be used to offset the base wage rates set out in clause 12.1 for any ordinary time worked.
- (b) Commission payments may, however, be used to offset or absorb any penalty payments such as those applicable to night work, weekend work, work on statutory holidays, travelling time or overtime.

# **13. Allowances**

In addition to the allowances prescribed in clause 13 of Division 1 - Provisions with common application, the following provisions apply to employees covered by this Section.

## **13.1 Divisional and District parities**

See clause 13.1 of Division 1 - Provisions with common application.

## **13.2 First-aid allowance**

Where an employer appoints an employee who holds an appropriate first-aid certificate as a first-aid attendant the employee shall be paid an additional \$16.40 per week in which the employee works three days or more.

## **13.3 Mobile phone allowance**

- (a) Where the employee is required to have a mobile phone for work related duties, a mobile phone will be provided and paid for by the employer. Except in the case of a non-work related emergency such phone may be used for work related purposes only.
- (b) Where an employee already has their own mobile phone, they may enter into a mutually acceptable alternative arrangement with the employer regarding the use of their own phone for work related purposes.

## **13.4 Overtime meal allowance**

- (a) Where an employee is required to continue working for more than 2 hours beyond the employee's ordinary ceasing time after completing at least 7.6 ordinary hours on that day, the employee shall be provided with a meal or paid a meal allowance of \$12.35 in lieu of the provision of such meal.
- (b) Where an employee has been given notice to work overtime and the employee has provided a

meal because of working overtime, and the overtime is cancelled on the day the overtime is to be worked, the employee shall be paid a meal allowance of \$12.35 for the wasted meal.

- (c) After the expiration of 4 hours overtime an employee must be allowed a 30 minute paid crib break, with a further 30 minute paid crib break after the completion of every additional 4 hours' overtime worked, provided that the employee is required to continue working after the crib break.

### **13.5 Supply of torches and batteries**

The employer shall either provide suitable torches and batteries as required (such items to remain the property of the employer) or, alternatively, shall pay to the employee an allowance of \$5.62 per week to provide this equipment.

### **13.6 Uniform and laundry allowance**

- (a) Where an employee is required to wear a distinctive type of clothing, one set of such clothes shall be supplied annually by the employer free of cost to the employee.
- (b) If an employee is required to launder such clothing they shall be paid an allowance of \$0.75 on each occasion they are required to launder the clothing.

### **13.7 Adjustment of monetary allowances**

- (a) The monetary allowances specified in clauses 13.2 (first-aid allowance) and 13.5 (supply of torches and batteries), respectively, shall be automatically adjusted from the same date and in the same manner as monetary allowances are adjusted in any State Wage Case decision or other decision of the Commission adjusting minimum wage rates in this Award.
- (b) At the time of any adjustment to the wage rates in this Award the expense related allowances at clauses 13.4 (overtime meal allowances) and 13.6 (uniform and laundry allowance), respectively, shall be automatically adjusted by the relevant adjustment factor. The relevant adjustment factor for this purpose is the percentage movement in the applicable index figure most recently published by the Australian Bureau of Statistics since the allowance was last adjusted.
- (c) The applicable index figure is the index figure published by the Australian Bureau of Statistics for the Eight Capitals Consumer Price Index, as follows:

<u>Allowance</u>	<u>Eight Capitals Consumer Price Index (ABS Cat No. 6401.0 - Table 7)</u>
Overtime meal allowance (last adjusted 1 September 2016)	Take-away and fast foods sub-group
Uniform and laundry allowance (last adjusted 1 September 2014)	Clothing and footwear group

## **14. Superannuation**

See clause 14 of Division 1 - Provisions with common application.

## **PART 5 - Hours of Work and Related Matters**

### **15. Hours of duty**

#### **15.1 Ordinary hours of duty**

- (a) The ordinary hours of duty of an employee must not exceed 38 hours per week or:
  - (i) 76 hours in any period of two weeks; or
  - (ii) 114 hours in any period of three weeks; or
  - (iii) 152 hours in any period of four weeks.
- (b) The ordinary hours of duty shall be worked Monday to Sunday on not more than five days per week with a maximum of 8 hours per day, or up to 12 hours per day by mutual agreement. Wherever practicable, the two days off per week shall be consecutive.
- (c)
  - (i) By agreement with their employer an employee may work up to 50 ordinary hours in any five day week, with the excess over 38 being banked into an accumulation account to be taken as paid time off at a mutually agreed time to maintain the integrity of the average 38 hour week.
  - (ii) Any such accumulated paid time off shall be taken within 12 months of accumulation, or paid out at single time on cessation of employment.
- (d) Employees shall have a break of at least 8 hours between the finishing of ordinary time on one day and the commencement of ordinary time on the following day. If such a break is not provided, double time must be paid until an 8 hour break is provided.

#### **15.2 Rosters**

- (a) Where reasonably practicable, a roster showing ordinary weekly hours to be worked by an employee shall be exhibited in a conspicuous place, easily accessible to all employees.
- (b)
  - (i) Ordinary working hours shall be arranged from week to week so as to equally distribute the work among employees as far as practicable.
  - (ii) Unless otherwise mutually agreed with the employee, no change of rostered hours shall be made without giving the employee at least six days' notice of such change or unforeseen circumstances arise which require a change of hours, in which case, 24 hours' notice shall be given.
- (c) Employees may swap rostered hours by agreement with no penalty to the employer, subject to the employer being notified and approving such arrangements.

#### **15.3 Late night penalty**

Subject to clause 15.4 any ordinary hours worked between 2200 and 0600 the following day Monday to Friday, inclusive, shall receive an ordinary time loading of 15%.

#### **15.4 Weekend penalty**

All ordinary time worked by an employee between midnight Friday and midnight Sunday shall be paid for at the rate of time and one-half.

## **16. Meal breaks**

- (a) Subject to clause 16(b) all employees who are required to work more than 6 hours in one day shall be entitled to an unpaid meal break of 60 minutes duration to be taken at times compatible with meal times or tour breaks so as to ensure continuity of the tour.
- (b) Where the employer and employee agree not less than 30 minutes shall be allowed for such meal break.
- (c) Where, on the instruction of the employer, the meal period is worked, it shall be deemed to be overtime and shall be paid for at the rate of double time for 30 minutes, except in circumstances where the employee chooses to work through the meal break in order to finish their tour duties half an hour earlier for that day.
- (d) In the normal course of events, tour guides will have their meal break at the same time that meals are taken by the tourists whom they guide.

## **17. Rest pauses**

- (a) Employees who work a minimum of 4 consecutive ordinary hours, but less than 8 consecutive ordinary hours, on any one day shall be entitled to a rest pause of 10 minutes duration.
- (b) Employees who work a minimum of 8 consecutive ordinary hours (excluding the meal break) on any one day shall be entitled to a rest pause of 10 minutes duration in the first half and the second half of the period worked.
- (c) When more than 10 ordinary working hours per day are worked, the employee shall be entitled to three 10 minute rest pauses during any such day.
- (d) All rest pauses shall be taken in the employer's time and shall be taken at times to suit the convenience of the employer and so as not to interfere with the continuity of work where continuity is necessary.
- (e) Where there is agreement between the employer and an employee, the rest pauses may be combined into one 20 minute rest pause to be taken in the first or second half of the working day, with the combined rest pause and the meal break being arranged in such a way that the ordinary working day is broken up into three approximate equal periods.
- (f) Notwithstanding the above provisions, rest pauses shall be taken at times to suit the convenience of the tour so as to not interfere with the continuity of the work where continuity is necessary.

## **18. Overtime**

- (a) All work performed by an employee in excess of or outside of the ordinary hours of work prescribed in clause 15, or outside of the employee's usual fixed commencing and ceasing times, shall be deemed to be overtime and shall be paid for at the rate of time and one-half for the first 3 hours and double time thereafter.
- (b) All overtime worked on a Sunday must be paid for at the rate of double time.
- (c) When an employee is called upon to work overtime, every part of a quarter of an hour shall be paid for as a full quarter of an hour. Nothing less than a full quarter of an hour's pay shall be paid.
- (d) Meal breaks during periods of overtime are prescribed in clause 13.2.

## **PART 6 - Leave of Absence and Public Holidays**

### **19. Annual leave**

Annual leave is provided for in Division 3 of the QES. Clause 19.1 supplements the QES.

#### **19.1 Payment for annual leave**

- (a) Subject to clause 19.1(c) an employee (other than a casual employee or a shift worker) proceeding on annual leave is entitled to receive the following payments:
  - (i) an amount equal to the wage rate being paid to the employee immediately before the employee takes the leave for the period of such leave; and
  - (ii) a further amount equal to 17.5% of the wage rate being paid to the employee immediately before the employee takes the leave for the period of such leave.
- (b) Subject to clauses 19.1(c) a shift worker proceeding on annual leave is entitled to receive the following payment:
  - (i) an amount equal to the wage rate being paid to the employee immediately before the employee takes the leave for the period of such leave calculated according to the employee's roster or projected roster including shift, weekend or public holiday penalties; or
  - (ii) an amount equal to the wage rate being paid to the employee immediately before the employee takes the leave for the period of such leave plus a further amount equal to 17.5% of the salary being paid to the employee immediately before the employee takes the leave for the period of such leave, excluding any shift, weekend or public holiday penalties,

whichever is the higher.
- (c) The supervisor allowance prescribed in clause 13.5 and payable for ordinary time worked shall be included in the wage rate used for calculating an employee's annual leave payment as set out in clauses 19.1(a) and (b).

#### **19.2 Annual close down**

- (a) 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 the section or sections concerned, the following provisions shall apply:
  - (i) by the giving of not less than 90 days' notice the employer may direct all employees in the section or sections concerned to take leave for the duration of the closedown and allow those who are not then qualified for sufficient annual leave to cover the period of the close down to take paid leave on a proportionate basis and to take such accumulated time off/rostered days off as may be available to the employee to apply towards the close down period.
  - (ii) all time during which an employee is stood down without pay for the purpose of clause 19.2(a)(i) shall count as service in the next 12 monthly qualifying period.
- (b) Notwithstanding clause 19.2(a), where there is agreement between the employer and the majority of employees concerned, the employer may close down its operations or a section or sections thereof on one additional occasion in any 12 month period for the purpose of allowing additional annual leave for a period agreed with its employees.

## **20. Personal leave**

- (a) Personal leave is provided for in Division 4 of the QES and covers:
  - (i) sick leave;
  - (ii) carer's leave;
  - (iii) bereavement leave; and
  - (iv) cultural leave.
- (b) Clauses 20(c) and (d) supplement the QES.
- (c) In addition to the provisions of Subdivision 2 of Division 4 of the QES an employee's accumulated sick leave entitlements are preserved when:
  - (i) the employee is absent from work on unpaid leave granted by the employer;
  - (ii) the employer or employee terminates the employee's employment and the employee is re-employed within three months;
  - (iii) 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.
- (d) An employee's sick leave continues to accrue whilst absent from work on paid leave granted by their employer.

## **21. Parental leave**

See clause 21 of Division 1 - Provisions with common application.

## **22. Long service leave**

- (a) Long service leave, including for casual employees, is provided for in Division 6 of the QES.
- (b) Portability of long service leave entitlements for local government employees is provided for in Division 2, Chapter 8 of the *Local Government Regulation 2010*.

## **23. Public holidays**

Public holidays are provided for in Division 7 of the QES. Clause 23.1 supplements the QES provisions.

### **23.1 Payment for public holidays and for work on a public holiday**

- (a) An employee (other than a casual employee) who would normally work on a day on which a public holiday falls and who:
  - (i) is not required to work on that day, shall be paid for the ordinary hours the employee would normally have worked if that day had not been a public holiday;
  - (ii) is required to work on the public holiday shall, in addition to the payment prescribed in clause 23.1(a)(i) be paid at the rate of time and one-half for any hours worked, with a minimum payment as for 4 hours' work for the day.

- (b) An employee (including a casual employee) who would normally work on a day on which a public holiday falls and who performs authorised overtime outside the employee's ordinary working hours for that day shall be paid for such time at double the overtime rate prescribed in clause 18.2.
- (c) An employee (including a casual employee) who would not normally be required to work on a public holiday but who is required to work on that day shall be paid at the rate of double time and one-half for any hours worked, with a minimum payment as for 4 hours' work for the day.
- (d) The minimum payments provided in clauses 23.1(a) or (c) shall not apply where the work performed on the public holiday is immediately preceding or following ordinary hours.
- (e) Where there is agreement between the employer and the majority of employees concerned, a public holiday may be substituted for another day. If such other day is worked, then payment for that day shall be at the rate of double time and one-half.
- (f) Where a public holiday would have fallen on a Saturday or a Sunday and is substituted for another day all employees who do not work Monday to Friday of each week is entitled to payment for the public holiday or a substituted day's leave.
- (g) Where Christmas day falls on a Saturday or Sunday and the public holiday is observed on another day a full-time employee required to work on Christmas day must be paid at the rate of double time in the case of a Saturday and double time and one-quarter in the case of a Sunday.
- (h) Nothing in this clause confers a right to any employee to payment for as well as a substituted day in lieu of a public holiday.

#### **24. Jury service**

See clause 24 of Division 1 - Provisions with common application.

#### **25. Service leave**

See clause 25 of Division 1 - Provisions with common application.

### **PART 7 - Union Related Matters**

#### **26. Union encouragement**

See clause 26 of Division 1 - Provisions with common application.

#### **27. Union delegates**

See clause 27 of Division 1 - Provisions with common application.

#### **28. Trade union training leave**

- (a) Subject to the conditions set out in clause 28(d), upon written application by an employee to an employer, such application being endorsed by the relevant union and giving to the employer at least one month's notice, the employee shall be granted up to five working days' leave (non-cumulative) on ordinary pay each calendar year to attend courses and seminars conducted by the union or specific training courses approved and accredited by the union.
- (b) Other courses mutually agreed between the union and an employer may be included under clause 28.

- (c) For the purposes of clause 28(a), **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.
- (d) The granting of such leave shall be subject to the following conditions:
  - (i) An employee must have at least 12 months' uninterrupted service with an employer prior to such leave being granted.
  - (ii) This clause shall not apply to an employer with less than 5 employees, including casuals, covered by this Section.
  - (iii) A maximum of one employee under this Section may attend a course or seminar at the one time.
  - (iv) 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.
  - (v) 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.
  - (vi) Leave granted to attend courses will not incur additional payment if such course coincides with the employee's rostered day off in 38 hour week working arrangements or with any other concessional leave.
- (e) 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.
- (f) Paid trade union training leave will not affect other leave granted to employees under this Award.

## **29. Right of entry**

See clause 29 of Division 1 - Provisions with common application.

## **PART 8 - Travelling**

### **30. Travelling time**

An employee travelling under the instruction of the employer shall be paid for such travelling time at a rate equivalent to their ordinary time rate exclusive of any loadings.

## **PART 9 - Training and Related Matters**

### **31. Training, learning and development**

- (a) The parties commit themselves to continuing and upgrading the training provided to employees.
- (b) It is agreed that the parties will co-operate in ensuring that training be maintained and improved.
- (c) This training will form the basis of an enhanced career structure in the industry.



## **Division 3 - Section 7 - Schedule 1 (Classifications - Tour Guides Services)**

### **Classifications**

Employees in Section 7 of Division 3 shall be classified as follows:

#### **Introductory tour guide**

Employees with no relevant industry experience may be employed as an Introductory tour guide for the first 6 months at two levels. During the first 3 months as an Introductory tour guide A, and for the subsequent period of 3 months as an Introductory tour guide B.

#### **Tour guide - level 1**

An employee having undertaken 6 months' employment at the introductory level or an employee with relevant industry experience that is at least equivalent to the introductory level. An employee at this level:

- should be versed in guest services and public relations skills;
- should understand matters of cultural sensitivity concerning tourists from other nations;
- should have reasonable knowledge of tourism attractions and facilities in the area;
- should also have a good understanding of the health and safety obligations required for the protection of tourists that may not understand dangers associated with the Australian environment and wildlife; and
- may be required to hold the appropriate driver authorisation.

Indicative tasks of an employee at this level may include any of the following:

- conducting and/or supervising a number of tourists on a tour;
- collecting cash;
- driving an appropriate vehicle; and
- promotional activities and incidental sales.

#### **Tour guide - level 2**

An employee at this level possesses the skills of a level 1 employee and:

- is required to have detailed knowledge of the tourism attractions and facilities in the area; and
- to fluently use a second language in the course of their duties.

A second language is a language other than the employee's first language or native tongue.

#### **Tour guide - level 3**

An employee at this level possesses the skills of a level 2 employee and is required to fluently use more than two languages in the course of their duties.

## **DIVISION 4**

### **Table of Contents**

**This Division contains award provisions specific to local government employees engaged in the following areas:**

Section 1 - Building Trades Services

Section 2 - Engineering and Electrical/Electronic Services

Section 3 - Nursing Services

## Division 4 - Section 1 - Building Trades Services

### PART 1 - Coverage and Operation

#### 1. Coverage of Section 1 of Division 4

This Section covers local government employees engaged in the provision of building trades services.

#### 2. Operation and transitional arrangements

See clause 2 of Division 1 - Provisions with common application.

#### 3. Definitions and interpretation

(a) Definitions with common application are contained in clause 3 of Division 1.

(b) In this Section, unless the context otherwise requires:

**afternoon shift** means a shift finishing after 1800 and at or before 2400

**country work** means any work in respect of which the distance, or the travelling facilities, to and from such a place of work make it reasonably necessary for the employee to live and sleep at some place other than the employee's usual place of residence at the time of commencing such work

**junior** means an employee under 21 years of age other than an apprentice or a trainee as defined in the *Further Education and Training Act 2014*, engaged in any non-trade calling to which this Award applies

**night shift** means a shift finishing after 2400 and at or before 0800

**union** means the following industrial organisations of employees in accordance with their callings:

- Construction, Forestry, Mining & Energy, Industrial Union of Employees, Queensland;
- Plumbers & Gasfitters Employees' Union Queensland, Union of Employees; or
- The Australian Workers' Union of Employees, Queensland

#### 4. Coverage of the 2017 QLGIA

See clause 4 of Division 1 - Provisions with common application.

#### 5. Queensland Employment Standards and this Award

See clause 5 of Division 1 - Provisions with common application.

#### 6. Enterprise flexibility and facilitative award provisions

See clause 6 of Division 1 - Provisions with common application.

### PART 2 - Dispute Resolution

#### 7. Dispute resolution

See clause 7 of Division 1 - Provisions with common application.

## **PART 3 - Types of Employment, Consultation and Termination of Employment**

### **8. Types of employment**

A building trades employee may be employed on a full-time, part-time or casual basis. Every employee shall be advised of the basis of their employment in writing upon appointment.

#### **8.1 Full-time employment**

A full-time building trades employee is one who is engaged to work an average of 38 ordinary hours per week.

#### **8.2 Part-time employment**

- (a) A part-time building trades employee is an employee who:
  - (i) is engaged to work a regular pattern of ordinary hours each week or fortnight which are not less than 10 hours but not more than 38 hours per week; and
  - (ii) receives, on a *pro rata* basis, the same salary and conditions of employment to those of an equivalent full-time employee who performs the same kind of work.
- (b) For each ordinary hour worked a part-time employee shall be paid no less than 1/38th of the minimum weekly rate of pay for their classification.
- (c) Before commencing part-time employment, the employee and employer must agree in writing:
  - (i) the number of ordinary hours to be worked by the employee;
  - (ii) the days upon which ordinary hours will be worked; and
  - (iii) the usual daily starting and finishing times.
- (d) The terms agreed in clause 8.2(c) may be varied by mutual agreement and any variation must be recorded in writing.
- (d) By mutual agreement with their employer, a part-time employee may elect and record in writing, to work additional ordinary hours above their regular hours, up to and including full-time equivalent hours. The additional hour so worked are to be taken into account in the *pro rata* calculation of all leave and other entitlements.
  - (i) Any additional ordinary hours are to be treated as follows:
    - (A) day workers - additional hours worked within the spread of ordinary hours prescribed in clause 15.3 are to be paid for at the ordinary hourly rate;
    - (B) shift workers - to be paid for at the ordinary hourly rate, plus the applicable shift allowance.

#### **8.3 Casual employment**

- (a) (i) A casual building trades employee is an employee who is engaged and paid as such.

- (ii) A casual employee cannot be employed to work more ordinary hours than are worked by an equivalent full-time employee each week or fortnight, as the case may be.
- (b) Except where otherwise provided, a casual employee is entitled to receive, on a *pro rata* basis, the same pay and conditions of employment, other than leave entitlements, to those of an equivalent full-time employee who performs the same kind of work.
- (c) For each hour worked a casual employee shall be paid no less than 1/38th of the minimum weekly rate of pay for their classification plus a casual loading of 23%.
- (d) The casual loading of 23% is paid instead of annual leave, paid personal/carer's leave, notice of termination, redundancy benefits and the other attributes of full-time or part-time employment. The loading constitutes part of the casual employee's salary for the purpose of calculating overtime, weekend penalties, public holiday and shift payments, where relevant.
- (e) Termination of employment by either party shall be by the giving of 2 hours' notice, or payment/forfeiture in lieu thereof.
- (f) The long service leave entitlement of casual employees is recorded in clause 22.

## 9. Termination of employment

See clause 9 of Division 1 - Provisions with common application.

## 10. Redundancy

See clause 10 of Division 1 - Provisions with common application.

## 11. Consultation - Introduction of changes

See clause 11 of Division 1 - Provisions with common application.

# PART 4 - Minimum Wage and Salary Levels, Allowances and Related Matters

*(Note: The wage rates and salary levels prescribed in this Award do not apply to employees to whom the provisions of Schedule 2 in Division 1 (Supported Wage System) apply.)*

## 12. Classifications and minimum wage and salary levels

### 12.1 Minimum wage levels

Employees covered by Section 1 of Division 4 are to be classified into an appropriate classification and level in accordance with the classification structure set out in Schedule 1 in this Section with minimum wage and salary levels to be as set out in the table below:

Classification	As from 1 September 2016		As from 28 February 2017	
	Wage Level	Award Rate <sup>1</sup> Per Week \$ <sup>2</sup>	Wage Level	Award Rate <sup>1</sup> Per Week \$ <sup>2</sup>
<b>Building worker</b>				
Building worker, level 1(a), new entrant	1B	734.00	1	734.00
Building worker, level 1(b), after 3 months in the industry	2A	749.00	2	755.50

Building worker, level 1(c), after 12 months in the industry	2B	755.50	2	755.50
Building worker, level 1(d)	3A	769.50	3	777.50
Building worker, level 2	4A	788.50	4	796.00
<b>Building tradesperson</b>				
Building tradesperson, level 1	5A	808.50	5	808.50
Building tradesperson, level 2	6A	830.00	6	830.00
Building tradesperson, level 3	7B	854.00	7	854.00

Notes:

<sup>1</sup> Includes the arbitrated wage adjustment payable under the 1 September 2016 Declaration of General Ruling.

<sup>2</sup> Rounded to the nearest \$0.50.

## 12.2 Mixed functions

- (a) An employee engaged for more than 4 hours on any one day on work which carries a higher rate than their ordinary classification shall be paid the higher rate for the whole day. If employed for 4 hours or less on any one day the employee shall be paid at the higher rate for 4 hours.
- (b) Builder's labourers who during any one week perform jackhammer work for a total of 20 hours or more, irrespective of the number of days involved, shall be paid at the rate prescribed for a Building Worker level 1 (c) for the whole of the time so worked during that week.

## 13. Allowances

- (a) In addition to the allowances prescribed in clause 13 of Division 1 - Provisions with common application, clauses 13(b) to (d) and clauses 13.1 to 13.30 apply to employees covered by this Section.
- (b) The allowances prescribed in clause 13 shall be paid irrespective of the times at which work is performed and, unless specifically provided, shall not be subject to any premium or penalty.
- (c) Where more than one of the allowances provides payments for disabilities of substantially the same nature, then only the highest of such rates shall be payable.

### 13.1 Asbestos

- (a) An employee required to use materials containing asbestos or to work in close proximity to employees using such materials shall be provided with and shall use all necessary safeguards as required by the appropriate occupational health authority and where such safeguards include the mandatory wearing of protective equipment (i.e. combination overalls and breathing equipment or similar apparatus) such employees shall be paid an additional \$0.84 per hour for the actual time so engaged.
- (b) An employee engaged in asbestos eradication shall be paid an additional \$2.31 per hour worked in lieu of all special rates, except those for clauses 13.22 (second hand timber), 13.24 (swing scaffold) and 13.28 (work in excessive heat). **Asbestos eradication** is defined as work on or about buildings involving the removal or any other method of neutralisation of any materials which consist of, or contain, asbestos.
- (c) The following provisions apply to employees engaged in the process of asbestos eradication:

- (i) All aspects of asbestos work will meet, as a minimum standard, the National Health and Medical Research Council codes, as amended from time to time, for the safe demolition/removal of asbestos based materials.
- (ii) Without limiting the effect of the above provision, any person who carries out asbestos eradication work shall do so in accordance with the legislation/regulations prescribed by the appropriate authorities.
- (iii) Respiratory protective equipment, conforming to the relevant parts of the appropriate Australian Standard (i.e. 1716 "Specification for Respiratory Protective Devices") shall be worn by all personnel during work involving eradication of asbestos.

### **13.2 Bricklayers on repair work**

- (a) Subject to clause 13.2(b) an employee engaged in repairing the brickwork of furnaces shall be paid for at not less than one and one-sixth times the ordinary rates.
- (b) Work at a temperature of 43 degrees Celsius or over shall be paid for at one and one-thirds times the ordinary rates.
- (c) The foregoing will not apply to any kiln or furnace work in connection with the burning of bricks, tiles or any earthenware goods.

### **13.3 Certificate allowance**

- (a) A tradesperson who holds and is required to act on a scaffolding or rigging certificate issued by Workplace Health and Safety Queensland whilst engaged on work requiring a certificated person shall be paid an additional \$0.70 per hour for the actual time so engaged.
- (b) The additional payment at clause 13.3(a) for certificate holders shall not be payable cumulative on the allowance for swing scaffolds set out in clause 13.24.

### **13.4 Cleaning bricks allowance**

An employee required to clean down bricks using acids or other corrosive substances shall be paid an additional \$0.64 per hour for the actual time so engaged.

### **13.5 Computing quantities**

An employee, except if in receipt of a leading hand allowance, who regularly computes or estimates quantities of materials in respect to the work performed by other employees shall be paid an additional \$5.02 per day or part thereof.

### **13.6 Confined space**

An employee required to work in a place the dimension or nature of which necessitates working in a stooped or otherwise cramped position and/or without sufficient ventilation shall be paid an additional \$0.84 per hour for the actual time so engaged.

### **13.7 Construction/on site allowance**

- (a) An employee working on building construction work (as defined in clause 13.7(b)), shall be paid an allowance at the rate of \$30.70 per week, for all purposes of this Award, to compensate for the following disabilities:

- (i) climatic conditions when 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 building sites;
  - (iv) sloppy and muddy conditions associated with the initial stages of the erection of the building;
  - (v) dirty conditions caused by the use of foam oil or from green timber;
  - (vi) the disability of working on all types of scaffolds other than a single plank swing scaffold or a bosun's chair;
  - (vii) the lack of the usual amenities associated with factory work (e.g. recreational facilities, sanitary convenience etc.);
  - (viii) drippings from newly poured concrete;
  - (ix) all other present disabilities not specifically compensated or allowed for by any other provisions in this Section.
- (b) For the purposes of clause 13.7 **building construction work** shall mean the construction of new buildings, the construction of additions to existing buildings and necessary alteration of existing buildings to make them conform to any new additions, and the demolition of buildings.

### **13.8 Construction allowances**

- (a) Bagging - employees engaged upon bagging brick or concrete structures shall be paid an additional \$0.64 per hour for the actual time so engaged.
- (b) Underpinning - an additional \$0.84 per hour for the actual time so engaged shall be paid for all work done in underpinning walls or in confined situations such as holes or shafts, provided that the depth of such holes or shafts is 1.8 metres or over.

### **13.9 Dirty work allowance**

An employee engaged on unusually dirty work to which no other allowance applies shall be paid an additional \$0.70 per hour for the actual time so engaged.

### **13.10 Divisional and District parities**

See clause 13.1 of Division 1 - Provisions with common application.

### **13.11 Explosive powered tools**

An employee required to use an explosive powered tool/s shall be paid an additional \$1.64 per day for each day such tool/s is used.

### **13.12 First-aid allowance**

- (a) Where an employer appoints an employee who holds an appropriate first-aid certificate as a first-aid attendant the employee shall be paid an additional \$16.40 per week in which the employee works three days or more.
- (b) This allowance shall be treated as part of the ordinary rate of pay for the purposes of annual leave (but not loading on leave), sick leave, long service leave and all other paid leave.



### 13.13 Grindstone allowance

The employer shall provide a power driven grindstone of a type suitable for maintaining employees' hand tools at every shop, job or building site as required. In event of there being no grindstone provided the employer shall pay to each employee an additional \$4.10 per week where an employee is required to provide and sharpen their own hand tools.

### 13.14 Insulation work

- (a) An employee working in a dust-laden atmosphere caused by the use of materials for insulating, deafening, or pugging work, when, for instance, pumice, charcoal, or any other substitute, including cork and sawdust is used, shall be paid an additional \$0.84 per hour for the actual time so engaged.
- (b) An employee employed on work which involves the handling of charcoal, pumice, slagwool, insulwool or other loose material of a like nature used on the construction, repair, or demolition of roofing, flooring walls or partitions, for providing insulation against heat, cold or noise, shall be paid an additional \$0.84 per hour for the actual time so engaged.
- (c) An employee engaged at fixing insulation materials with hot bitumen shall be paid an additional \$0.84 per hour for the actual time so engaged.
- (d) An employee engaged on insulating work in an average temperature of 7 degrees Celsius or under shall be paid an additional \$0.84 per hour for the actual time so engaged.

### 13.15 Labourers mixing wet concrete or compo

A labourer mixing or depositing wet concrete or mixing compo for bricklayers or plasterers shall be paid an additional \$0.61 per day.

### 13.16 Laying other than standard bricks

- (a) A stonemason, stonemason's assistant, bricklayer laying other than standard bricks and a builder's labourer handling building blocks (other than cindercrete blocks for plugging purposes) shall be paid an additional amount per hour, as specified below, whilst so engaged:

	<b>Per hour</b>
	<b>\$</b>
• For bricks over 5.5kg	0.70
• Over 9kg and up to 18kg	1.21
• Over 18kg	1.74

- (b) An employee shall not be required to lift a building block in excess of 20kg in weight unless such employee is provided with mechanical aid or with an assisting employee.
- (c) A stonemason or a stonemason's assistant shall not receive the above allowances if the employer provides mechanical means for the handling, lifting and placing of heavy blocks.

### 13.17 Leading hand allowance

- (a) An employee occupying the position of leading hand shall be paid the following additional rates:

	<b>Per day</b>
	<b>\$</b>
<b>All other than plumbers -</b>	
• In charge of not more than 1 person	4.10

- In charge of 2 and not more than 5 persons 9.11
- In charge of 6 and not more than 10 persons 11.47
- In charge of more than 10 persons 15.26

**Plumbers only -**

- In charge of not more than 1 person 5.94
- In charge of 2 and not more than 4 persons 8.29
- In charge of more than 4 persons 11.57

- (b) A **leading hand plumber** means a qualified plumber who has one or more employees, other than apprentices, under their control.
- (c) Leading hand allowances shall be taken into consideration in the computation of overtime, payment for annual leave, sick leave, public holidays, weekend work, etc.

**13.18 Overtime meal allowances and meal breaks**

- (a) An employee who is required to continue work after their usual ceasing time shall be entitled to a 30 minute crib break, without deduction of pay, after 2 hours of overtime or after one hour if overtime continues beyond 1800.
- (b) After each further period of 4 hours overtime the employee shall be allowed a 45 minute crib break, without deduction of pay.
- (c) An employee, other than an employee living in camp, who is required to continue work after their usual ceasing time shall be supplied with a reasonable meal at the employer's expense, or be paid \$12.35 in lieu thereof, after 2 hours of overtime or after one hour if overtime continues beyond 1800. If an employee continues to work the employee shall be allowed an additional meal or \$12.35 in lieu thereof for each completed 4 hours' work after the first hour.
- (d) An employee who is required to work overtime on a scheduled day off, rostered day off or public holiday beyond the fifth hour of such overtime shall be entitled to an unpaid meal break of 30 minutes.
- (e) Should the employee be required to continue such overtime beyond 9 hours the employee shall be entitled to a further crib break of 30 minutes, without deduction of pay.
- (f) After each further 4 hours of overtime the employee shall be entitled to a 45 minute crib break, without deduction of pay, provided that the employee is required to continue working thereafter.
- (g) The employer shall supply a reasonable meal at the employer's expense at all paid breaks prescribed in clauses 13.18(e) and (f) or pay an allowance of \$12.35 in lieu thereof.

**13.19 Plasterers in sewers**

A plasterer engaged in sewer or shaft work in drains shall be paid an additional:

- (a) in drains 1.22 metres and over in diameter: \$0.40 per hour for the actual time so engaged; and
- (b) in drains under 1.22 metres in diameter: \$0.51 per hour for the actual time so engaged.

**13.20 Plasterers top-dressing floors**

A plasterer engaged in top-dressing floor work or patching old and dirty work shall be paid an additional \$0.40 per hour for the actual time so engaged. This payment shall not apply to terrazzo layers.

**13.21 Roof repairs**

An employee engaged on repairs to existing roofs shall be paid an additional \$0.84 per hour for the actual time so engaged.

**13.22 Second hand timber**

Where, whilst working with second hand timber, an employee's tools are damaged by nails, dumps or other foreign matter on the timber the employee shall be entitled to an additional \$2.66 per day on each day upon which the employee's tools are so damaged, provided that no allowance shall be payable unless it is reported immediately to the employer's representative on the job in order that the employer's representative may approve the claim.

**13.23 Special substance allowance**

An employee required to work in the following circumstances shall be paid the additional amount prescribed for the actual time so engaged:

- (a) preparation and/or the application of epoxy based materials and materials which include or require the addition of a catalyst hardener and reactive additives or two pack catalyst system - \$0.84 per hour
- (b) working in close proximity to those subject to clause 13.23(a) - \$0.70 per hour.

**13.24 Swing scaffold**

A payment of \$5.02 for the first 4 hours or any portion thereof, and \$1.03 for each hour after 4 hours on any day, shall be made to any person employed:

- (a) on any type of swing scaffold or any scaffold suspended by rope, cable or bosun's chair (however named); or
- (b) on a suspended scaffold requiring the use of steel or iron hooks or angle irons at a height of 6 metres or more above the nearest horizontal plane.

**13.25 Tool allowances**

- (a) The following tool allowances shall be paid to all tradespersons who are required to supply and use their own tools:

Trade	Per Week \$
Carpenter and/or Joiner	25.80
Plumber and Gasfitter	25.80
Plasterer and Tiler	21.30
Bricklayer	18.30
Stonemason	18.30
Waterproofer	10.05
Signwriter, Painter, Glazier	6.15
Licensed Drainer	6.15

- (b) The tool allowances prescribed in clause 13.25(a) are not payable while an employee is absent on annual leave.
- (c) A tradesperson shall replace or pay for any tools supplied by their employer which are lost as a result of negligence on the part of the employee.

**13.26 Tunnel work**

An employee engaged:

- (a) in tunnel work and required to work underground (other than pot and drive work) at a depth of 3.6 metres or less; or
- (b) in shafts with a cross section area of less than 13.3 square metres, which will be sunk to a depth greater than 6 metres; or
- (c) in trenches more than 1.8 metres in depth and less than 0.9 metres in width,

shall be paid an additional \$0.61 per day or shift.

### **13.27 Wet work and work in the rain**

- (a) Where practicable suitable waterproof clothing shall be supplied by the employer to an employee who is required to work in the rain.
- (b) When an employee is required to work in any place where water is continually dripping so that their clothing becomes wet with water, or when they are required to work where there is water under foot so that the feet of the employee become wet, such employee shall be paid an additional \$0.70 per hour for the actual time so engaged. Such additional amount shall not be payable when protective clothing or boots are supplied.
- (c) When an employee is required to work in the rain and by so doing gets wet clothing, the employee shall be paid double rates for all time so worked with a minimum of one hour. Such payment shall continue until the employee finishes work or is able to change into dry clothing.

### **13.28 Work in excessive heat**

- (a) An employee who finds that the temperature is excessive shall be entitled to request the employer or employer's representative to take reasonable action to reduce the temperature to below an excessive level. The employee shall not be required to work in excessive heat when it is not safe to do so.
- (b) When the employer is unable to reduce the temperature below 54 degrees Celsius the employee shall be entitled to receive an additional \$0.84 per hour for the actual time so engaged. Where work continues for more than 2 hours in temperatures exceeding 54 degrees Celsius, the employee shall rest for at least twenty minutes after every 2 hours. Work shall only resume if it is safe to do so.
- (c) When the temperature is between 46 and 54 degrees Celsius and the employer has been unable to reduce the temperature below 46 degrees, the employee shall receive an additional \$0.70 per hour for the actual time so engaged.
- (d) The temperature shall be determined by the representative of the employer after consultation with the employee who claimed the additional rate. Any temperature measurement shall be based on an in the shade measurement. However the overriding consideration shall be to ensure that it is safe to continue to work at the assigned task. In order to promote safe working practice the employer shall give consideration to the allocation of alternative duties during periods of excessive heat.

### **13.29 Work under unpleasant conditions**

An employee engaged in cleaning covered drains, cleaning septic tanks, on live sewer work involving personal contact with live or raw sewerage, shall be paid at the rate of time and one-quarter.

### 13.30 Adjustment of monetary allowances

- (a) Other than the expense related allowances at clauses 13.18 (overtime meal allowance), 13.25 (tool allowances) and Divisional and District parities at clause 13.10, respectively, all other monetary allowances specified in clause 13 shall be automatically adjusted from the same date and in the same manner as monetary allowances are adjusted in any State Wage Case decision or other decision of the commission adjusting minimum wage rates in this Award.
- (b) In addition to the monetary allowances specified in clause 13, the monetary allowance in clause 33(a)(ii) (camp allowance) shall also be adjusted in the same manner and at the same time as prescribed in clause 13.30(a).
- (c) At the time of any adjustment to the wage rates in this Award the expense related allowances at clauses 13.18 (overtime meal allowance), 13.25 (tool allowances), 30.1(b)(ii) and (c)(ii) (motor vehicle allowance), 32(a)(iii) (accommodation allowance) and 34(c) (tools insurance value), respectively, shall be automatically adjusted by the relevant adjustment factor. The relevant adjustment factor for this purpose is the percentage movement in the applicable index figure most recently published by the Australian Bureau of Statistics since the allowance was last adjusted.
- (d) The applicable index figure is the index figure published by the Australian Bureau of Statistics for the Eight Capitals Consumer Price Index, as follows:

<u>Allowance</u>	<u>Eight Capitals Consumer Price Index</u> <u>(ABS Cat No. 6401.0 - Table 7)</u>
Accommodation allowance (last adjusted 1 September 2015)	Domestic holiday, travel and accommodation sub-group
Motor vehicle allowance (last adjusted 1 September 2014)	Private motoring sub-group
Overtime meal allowance (last adjusted 1 September 2016)	Take-away and fast foods sub-group
Tool allowance and tools insurance value (last adjusted 1 September 2016)	Tools and equipment for house and garden component of the household appliances, utensils and tools sub-group

## 14. Superannuation

See clause 14 of Division 1 - Provisions with common application.

## PART 5 - Hours of Work and Related Matters

### 15. Hours of duty

#### 15.1 Ordinary hours of duty

- (a) Except as provided in clauses 15.1(b) and (c), the ordinary hours of duty for all employees covered by this Section, exclusive of meal breaks, shall be an average of 38 hours per week and 7.6 hours per day, with a maximum of 8 hours per day.
- (b) Unless otherwise provided, the ordinary hours of duty of employees are to be worked on a maximum of five days of each week, on one of the following bases as determined by the employer after consultation with the employees concerned:

- (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.
- (c) Notwithstanding the working hours arrangements recorded in clause 15.1(a), an employer and an employee or group of employees may agree that hours of work can exceed 8 hours on any day, to a maximum of 10 hours, thus enabling more than one rostered day off to be taken during a particular work cycle.
- (d) Different methods of working a 38 hour week may apply to individual employees, groups or sections of employees in each location concerned.
- (e) Rostered day off
- (i) Where the arrangement of ordinary hours of work provides for a rostered day off, the employer and an individual employee and/or the majority of employees concerned may agree to accrue up to a maximum of five rostered days off. Consent to accrue rostered days off shall not be unreasonably withheld by either party.
  - (ii) Where such agreement has been reached, the accrued rostered days off shall be taken within 12 calendar months of the date on which each rostered day off was accrued.
- (f) Scheduled days off
- (i) Unless prescribed elsewhere in this Section all employees whose ordinary hours of duty may be worked on days other than Monday to Friday shall be entitled to not less than two consecutive scheduled days off duty each week.
  - (ii) In lieu of two whole days off in each week, an employee may be allowed in each fortnightly period either one scheduled day off in one week and three consecutive scheduled days off in the other week or four consecutive scheduled days off.
  - (iii) Two consecutive scheduled days off, one at the end of one week and one at the beginning of the following week may be counted as meeting the requirements of clause 15.1(f)(i).

## **15.2 Shift work arrangements**

- (a) Employees covered by this Section may be required to perform shift work.
- (b) Such shift work shall be worked in accordance with a roster mutually agreed between the employer and the majority of employees directly affected and/or the employees' representative.
- (c) Employees performing sewerage construction work may work underground, on continuous shifts, corresponding to those worked by other underground workers provided:
  - (i) where continuous shifts are not required, shift work may be performed at such times as may be arranged;
  - (ii) each shift shall consist of 8 hours, back to back, including 45 minutes for crib on the surface; and
  - (iii) no employee shall be required to work night shift more than one week in three, or afternoon shift more than one week in two.

### **15.3 Spread of ordinary hours of duty - day workers**

- (a) The ordinary hours of duty prescribed in clause 15.1 shall be worked continuously, except for meal breaks and rest pauses, between 0600 and 1800 Monday to Friday. The spread of ordinary hours prescribed may be altered as to all or a section of employees provided there is agreement between the employer and the majority of employees concerned.
- (b) Work done outside the hours of 0600 and 0800 shall be paid at overtime rates and will be deemed to be part of the ordinary hours of duty for the purposes of clause 15.3(a).
- (c) The ordinary starting and finishing times of various groups of employees or individual employees may be staggered provided that there is agreement between the employer and the majority of employees concerned.
- (d) 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 starting and finishing work including personal clean up will be in the employee's time (except in the case of very dirty work having been performed in polishing).

### **15.4 Payment for working ordinary hours - shift workers**

- (a) An employee who works an afternoon shift or night shift Monday to Friday, inclusive, is to be paid an additional allowance for all ordinary time worked on such shifts as follows:
  - (i) afternoon shift - 12.5%; and
  - (ii) night shift - 15%.
- (b) All ordinary hours of duty worked by a shift worker on a weekend or a public holiday shall be paid for as follows:
  - (i) between 0000 and 2400 on a Saturday - time and one-half;
  - (i) between 0000 and 2400 on a Sunday - time and one-half; and
  - (ii) between 0000 and 2400 on a public holiday - at the rate prescribed in clause 23.1.

## **16. Meal breaks**

- (a) All employees who work in excess of 5 ordinary hours on any day shall be allowed not less than 30 minutes and not more than 60 minutes for an unpaid meal break between the fourth and sixth hours of duty.
- (b) Where an employee is directed to work through their normal break the employee shall be paid at the rate of double time for all work so performed until a meal break of the usual duration can be taken or until the employee ceases work for the day.

## **17. Rest pauses**

- (a) All employees are entitled to a paid rest pause of 10 minutes duration in the employer's time in the first and second half of the working day, subject to the following:
  - (i) a total of 10 minutes for an employee who works for more than 4 hours but less than 6 ordinary hours in any day; or
  - (ii) a total of 20 minutes for an employee who works for at least 6 ordinary hours in any day.

- (b) Where there is agreement between the employer and the majority of employees concerned the rest pauses may be combined into one 20 minute rest pause to be taken in the first part of the ordinary working day, with such 20 minute rest pause and the meal break arranged in such a way that the ordinary working day is broken up into three approximately equal working periods. Consent to combine the rest pauses shall not be unreasonably withheld by either party.
- (c) All rest pauses shall be taken at such times as will not interfere with the continuity of work where such continuity is necessary.

## **18. Overtime**

- (a) No employee shall be required to work more than 16 hours' overtime in any one week, urgent shop repairs and breakdown jobs excepted. For such urgent shop repairs or breakdown jobs, where in excess of 16 hours' overtime in any one week is worked, overtime at double the ordinary rate shall be paid for such excess.
- (b) Each day is to stand by itself when overtime is being computed, except where an employee commences overtime on one day and continues to work such overtime into the next day.

### **18.2 Payment for overtime**

Except as provided elsewhere in this Section:

- (a) All authorised overtime worked by a day worker in excess of their ordinary daily hours of duty or outside their spread of ordinary working hours on any day, Monday to Friday, shall be paid at the rate of time and one-half for the first 2 hours and double time thereafter.
- (b) All authorised overtime worked by a day worker on a Saturday shall be paid at the rate of time and one-half for the first 2 hours and double time thereafter, with a minimum payment as for 3 hours' work.
- (c) All authorised overtime worked by a day worker on a Sunday shall be paid at the rate of double time, with a minimum payment as for 3 hours' work.
- (d) All authorised overtime worked by an employee on a public holiday shall be paid at the rate prescribed in clause 23.1.
- (e) All authorised overtime worked by a shift worker, other than on a public holiday, is to be paid for at the rate of double time.
- (f) The minimum payments provided in clauses 18.2(b) and (c) shall not apply where such overtime is performed immediately preceding or following ordinary hours.
- (g) An employee who, after having been notified to do so, reports for overtime worked on a Saturday, Sunday or public holiday and is unable to work through wet weather shall receive payment for 3 hours at the ordinary rate of wages.

### **18.3 Transport costs following overtime**

When an employee living more than 2 kilometres from the place of work, after having worked overtime or a shift which has not been regularly rostered, finishes work at a time when the customary means of transport is not available and is unable to arrange reasonable alternative means of transport, the employer shall provide the employee with suitable means of transport home or pay such expenses as are reasonably incurred by the employee in travelling to their home.

### **18.4 Recall to duty - generally**



- (a) Subject to clause 18.4(c), an employee having been recalled to perform duty after leaving the employer's business premises (whether notified before or after leaving the premises) shall be paid for the time worked at the appropriate rate, with a minimum payment as for 4 hours' work for each time so recalled.
- (b) Except in the case of unforeseen circumstances the employee will not be required to work the full 4 hours if the job for which the employee has been recalled is completed within a shorter period.
- (c) The minimum payment prescribed in clause 18.4(a) will not apply where the overtime worked is continuous (subject to prescribed meal breaks) with the completion or commencement of ordinary working hours.

#### **18.5 Fatigue leave/rest period after overtime**

- (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 so that 10 consecutive hours off duty has not occurred shall be released after completion of such overtime until 10 consecutive hours off duty does occur without loss of pay for ordinary working time occurring during such absence.
- (b) If, on the instructions of the employer, an employee resumes or continues ordinary work without having had 10 consecutive hours off duty the employee shall be paid double rates until released from duty and shall then be entitled to be absent until 10 consecutive hours off duty has occurred without loss of pay for ordinary working time occurring during such absence.
- (c) The provisions of clause 18.5 shall apply to 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 purposes of changing shift rosters; or
  - (ii) when a shift worker does not report for duty; or
  - (iii) where a shift is worked by arrangement between the employees themselves.
- (d) An employee who has worked continuously (except for meal breaks) for 20 hours is to have a break of at least 12 hours before again starting work.
- (e) Clause 18.5 does not apply to employees:
  - (i) who reside or remain on or about their place of work and are required to perform duties on an intermittent basis outside their ordinary hours of duty; or
  - (ii) who has been recalled to duty and the actual time worked is less than 3 hours on each of such recalls.

## **PART 6 - Leave of Absence and Public Holidays**

### **19. Annual leave**

Annual leave is provided for in Division 3 of the QES. Clauses 19.1 to 19.4 supplement the QES.

#### **19.1 Period of annual leave**

In lieu of the requirements prescribed at Sections 71EA(1)(b) and (6) of the Act, a continuous shift worker covered by this Section shall be entitled to 5 weeks annual leave.

#### **19.2 Payment for annual leave**

- (a) Subject to clause 19.2(c) an employee (other than a shift worker) proceeding on annual leave is entitled to receive the following payments:
  - (i) an amount equal to the wage rate being paid to the employee immediately before the employee takes the leave for the period of such leave; and
  - (ii) a further amount equal to 17.5% of the wage rate payable to the employee for the period of such leave.
- (b) Subject to clause 19.2(c) a shift worker proceeding on annual leave is entitled to receive the following payment:
  - (i) an amount equal to the wage rate being paid to the employee immediately before the employee takes the leave for the period of such leave calculated according to the employee's roster or projected roster including shift, weekend or public holiday penalties; or
  - (ii) an amount equal to the wage rate being paid to the employee immediately before the employee takes the leave for the period of such leave, plus a further amount equal to 17.5% of the wage rate payable to the employee for the period of such leave, excluding any shift, weekend or public holiday penalties,

whichever is the higher.
- (c) Leading hand allowances payable for ordinary time worked, and other all purpose payments as identified in this Section, shall be included in the wage rate used for calculating an employee's annual leave payment as set out in clauses 19.2(a) or (b).

### **19.3 Country work**

- (a) If an employee is engaged on country work when annual leave is granted and the employee returns to the place of engagement, or if employed prior to going to country work the place regarded as such employee's headquarters, by the first reasonable means of transport, such employee's annual leave shall commence on the first full working day following such employee's return to their place of engagement or headquarters as the case may be.
- (b) Annual leave is exclusive of any rostered day off which would have occurred had the employee not been on annual leave.

### **19.4 Annual close down**

- (a) 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 the section or sections concerned, the following provisions shall apply:
  - (i) by the giving of not less than 90 days' notice the employer may direct all employees in the section or sections concerned to take leave for the duration of the closedown and allow those who are not then qualified for sufficient annual leave to cover the period of the close down to take paid leave on a proportionate basis and to take such accumulated time off/rostered days off as may be available to the employee to apply towards the close down period.
  - (ii) all time during which an employee is stood down without pay for the purpose of clause 19.4(a)(i) shall count as service in the next 12 monthly qualifying period.
- (b) Notwithstanding clause 19.4(a), where there is agreement between the employer and the majority of employees concerned, the employer may close down its operations or a section or sections

thereof on one additional occasion in any 12 month period for the purpose of allowing additional annual leave for a period agreed with its employees.

## **20. Personal leave**

- (a) Personal leave is provided for in Division 4 of the QES and covers:
  - (i) sick leave;
  - (ii) carer's leave;
  - (iii) bereavement leave; and
  - (iv) cultural leave.
- (b) Clauses 20(c) and (d) supplement the QES.
- (c) In addition to the provisions of Subdivision 2 of Division 4 of the QES an employee's accumulated sick leave entitlements are preserved when:
  - (i) the employee is absent from work on unpaid leave granted by the employer;
  - (ii) the employer or employee terminates the employee's employment and the employee is re-employed within three months;
  - (iii) 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.
- (d) An employee's sick leave continues to accrue whilst absent from work on paid leave granted by their employer.

## **21. Parental leave**

See clause 21 of Division 1 - Provisions with common application.

## **22. Long service leave**

- (a) Long service leave, including for casual employees, is provided for in Division 6 of the QES.
- (b) Portability of long service leave entitlements for local government employees is provided for in Division 2, Chapter 8 of the *Local Government Regulation 2010*.

## **23. Public holidays**

Public holidays are provided for in Division 7 of the QES. Clauses 23.1 to 23.3 supplement the QES provisions.

### **23.1 Payment for public holidays and for work on a public holiday**

- (a) An employee (other than a casual employee) who would normally work on a day on which a public holiday falls and who:
  - (i) is not required to work on that day, shall be paid for the ordinary hours the employee would normally have worked if that day had not been a public holiday;

- (ii) is required to work on the public holiday shall, in addition to the payment prescribed in clause 23.1(a)(i), be paid at the rate of time and one-half for any hours worked, with a minimum payment as for 4 hours' work for the day.
- (b) An employee (including a casual employee) who would normally work on a day on which a public holiday falls and who performs authorised overtime outside the employee's ordinary working hours for that day shall be paid for such time at double the overtime rate prescribed in clause 18.2.
- (c) An employee (including a casual employee) who would not normally be required to work on a public holiday but who is required to work on that day shall be paid at the rate of double time and one-half for any hours worked, with a minimum payment as for 4 hours' work for the day.
- (d) The minimum payment provided in clauses 23.1(a) or (c) shall not apply where the work performed on the public holiday is immediately preceding or following ordinary hours.

### **23.2 Substitution**

- (a) Subject to statutory limitations (such as the time work may not be performed on Anzac Day) where there is agreement between the employer and an employee or employees, another ordinary working day may be substituted for a public holiday.
- (b) Where an employee is subsequently required to work on the substituted day they shall be paid at the rate prescribed in clause 23.1.

### **23.3 Employees who do not ordinarily work Monday to Friday of each week**

- (a) An employee (other than a casual employee) who does not ordinarily work Monday to Friday of each week is entitled to public holidays as follows:
  - (i) either payment for each public holiday or a substituted day's leave.
  - (ii) where a public holiday would have fallen on a Saturday or a Sunday (e.g. Australia Day) but is substituted for another day, all employees who would ordinarily have worked on such Saturday or Sunday but who are not rostered to work on such day are entitled to payment for the public holiday or a substituted day's leave.
- (b) Where Christmas Day falls on a Saturday or a Sunday and the public holiday is observed on another day, an employee required to work on Christmas Day (i.e. 25 December) is to be paid at the rate of double time.
- (c) For the purpose of clause 23.3(a) **payment for each public holiday and a substituted day's leave** means:
  - (iii) for full-time employees, 7.6 hours at ordinary rates; and
  - (iv) for part-time employees, the number of ordinary hours normally worked on the same day of the week on which the holiday falls.
- (d) Nothing in clause 23.3 confers a right to any employee to payment for a public holiday as well as a substituted day in lieu.

## **24. Jury service**

See clause 24 of Division 1 - Provisions with common application.

## **25. Service leave**

See clause 25 of Division 1 - Provisions with common application.

## **PART 7 - Union Related Matters**

### **26. Union encouragement**

See clause 26 of Division 1 - Provisions with common application.

### **27. Union delegates**

See clause 27 of Division 1 - Provisions with common application.

### **28. Trade union training leave**

- (a) Subject to the conditions set out in clause 28(d), upon written application by an employee to an employer, such application being endorsed by the relevant union and giving to the employer at least one month's notice, the employee shall be granted up to five working days' leave (non-cumulative) on ordinary pay each calendar year to attend courses and seminars conducted by the union or specific training courses approved and accredited by the union.
- (b) Other courses mutually agreed between the union and an employer may be included under clause 28.
- (c) For the purposes of clause 28(a), **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.
- (d) The granting of such leave shall be subject to the following conditions:
  - (i) An employee must have at least 12 months' uninterrupted service with an employer prior to such leave being granted.
  - (ii) This clause shall not apply to an employer with less than 5 full-time employees covered by this Section.
  - (iii) The maximum number of employees under this Section from any one place of employment of the employer attending a course or seminar at the same time will be as follows:

(A) where the employer employs between 5 and 100 employees	2
(B) where the employer employs 100 or more employees	4
  - (iv) 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.
  - (v) 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.
  - (vi) Leave granted to attend courses will not incur additional payment if such course coincides with the employee's rostered day off in 38 hour week working arrangements or with any other concessional leave.
- (e) 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.
- (f) Paid trade union training leave will not affect other leave granted to employees under this Award.

## **29. Right of entry**

See clause 29 of Division 1 - Provisions with common application.

## **PART 8 - Transfers, Travelling, Tools and Equipment**

### **30. Provisions of general application**

- (a) Each employee covered by this Section shall start and cease work on the job at the usual commencing and finishing times and may be required to travel from work site to work site as directed by the employer.
- (b) An employee driving a vehicle supplied by the employer outside ordinary working hours at the direction of the employer for the purpose of transporting:
  - (i) other employees; and/or
  - (ii) goods, stores, provisions, tools or equipment on behalf of the employer,shall be deemed to be working and entitled to be paid overtime at the applicable overtime rate/s.
- (c) For purposes of clarity, nothing in clause 30(b) is designed to entitle an employee to overtime rates where the vehicle they might be driving is carrying goods, stores, provisions, tools or equipment owned by the employee or the employer as an incidental aspect of the journey.

### **31. Provisions applicable to depot, workshop or facility based employees**

- (a) Except as prescribed elsewhere in clause 31, no fares or travelling time shall be paid to a depot, workshop or facility (DWF) based employee who is engaged to work either permanently or principally at a depot, workshop or facility owned or operated by the employer.
- (b)
  - (i) A DWF based employee who, during the course of the working day, is required to work at a work site away from their permanent or principal depot, workshop or facility shall be transported to such work site by the employer in the employer's time.
  - (ii) In the event the employer does not provide transport and the employee is required to make their own way to the work site the employee shall be paid reasonable cost of fares by the most convenient public transport between such work sites or, where the employer requests the employee to use their own vehicle to effect such a transfer and the employee agrees to do so, be paid an allowance at the rate of \$0.83 per kilometre.
- (c)
  - (i) Subject to clause 31(d), a DWF based employee who is required by the employer to travel in their own time to a work site other than their permanent or principal depot, workshop or facility shall be transported by the employer from the permanent or principal depot, workshop or facility to the work site and return and the actual time occupied in such travelling, shall be paid for at ordinary rates.
  - (ii) In the event the employer does not provide transport and the employee is required to make their own way to the work site the employee shall also be paid reasonable cost of fares by the most convenient public transport between such sites or, where the employer requests the employee to use their own vehicle to effect such a transfer and the employee agrees to do so, be paid an allowance at the rate of \$0.83 per kilometre.
- (d)
  - (i) In lieu of the provisions set out in clause 31(c), an employee may agree with their employer to make their own way from their usual place of residence to the work site, rather than

being required to report to the depot, workshop or facility. In such cases, the employee shall be entitled to excess travelling time and distance calculated on the basis of the time taken and distance travelled by the employee between their usual place of residence and their depot, workshop or facility compared to the distance between their usual place of residence and the work site, and return.

- (ii) Any excess travelling time and distance is to be paid at the rates specified in clause 31(c)(i) and (ii).
- (e) For the purposes of clause 31, the word **principal** shall be interpreted to mean the depot, workshop or facility at which the employee spends the majority of their working hours.

### **32. Distant work - other than if living in a camp**

- (a) An employee required to travel to a locality at such distance from the employee's usual place of residence that the employee cannot reasonably return to that place each night shall be:
  - (i) provided with reasonable transport to and from such locality; and
  - (ii) reimbursed the actual and reasonable expenses for any meals and incidental expenses necessarily incurred by the employee while undertaking such travel; and
  - (iii) provided with reasonable board and accommodation or paid an allowance of \$390.60 per week (\$55.80 per day), which shall not be wages.
- (b) If the employee is required to travel to, or return from, the distant locality in their own time they shall be paid a maximum of 8 hours travelling time during any 24 hour period which shall be paid at ordinary rates.
- (c)
  - (i) On jobs lasting over two months and where the distant locality is not more than 450 km, the employee shall be entitled to return to their usual place of residence once each month and be reimbursed any fares reasonably incurred in travelling from the distant location to their usual place of residence and return.
  - (ii) Where the distance is more than 450 km, the employee shall be entitled to return to their usual place of residence once each two months and reimbursed any fares reasonably incurred in travelling from the distant location to their usual place of residence and return.

### **33. Camp allowance and camp accommodation**

- (a) Where for the performance of work it is necessary for an employee to live in a camp provided by the employer either:
  - (i) because there are no reasonable transport facilities to enable the employee to travel to and from home each day; or
  - (ii) because the employee is directed to live in the camp,

the employee shall be paid a camping allowance of \$14.02 for each day (including Saturday and Sunday) the employee lives in camp.
- (b) When an employee lives in a camp during the week and returns home or is otherwise absent from camp for not more than two nights during the week, but does not absent themselves from the job for any of the ordinary working hours, they shall be paid the camping allowance for each of the normal working days.

- (c) The camp shall be provided free of charge by the employer with board and accommodation of a suitable standard.
- (d) For the purposes of this clause, whether board and accommodation is of a suitable standard is to be assessed against the "standard" set out in clauses 10.1, 10.2 or 10.3 (as may be applicable) in the *Local Government Employees (Excluding Brisbane City Council) Award - State 2003*.
- (e) In the event of any dispute about the standard of accommodation the matter shall be dealt with in accordance with the provisions of clause 7.2 of Division 1 of this Award.

### **34. Equipment, tools and amenities**

- (a) An employee whose clothes, spectacles, hearing aids or tools have been accidentally spoilt by acid, sulphur or other deleterious substances, shall be paid such amount to cover the loss thereby suffered by the employee as may be agreed upon between the employee and the employer or, in default of agreement, as may be fixed by the Commission. However, should the employee's clothes be issued to the employee by the employer, the employer will have the option to issue new replacement clothing based on a fair wear and tear basis.
- (b) Each employer shall provide the following tools and appliances where necessary: chain wrenches, pipe cutters, plumbing irons, ratchets, stocks and dies, taps and drills, vices, soldering iron files, hacksaw blades, hammers over 0.9 kilos in weight, pinch bars, all pipe tongs 300 mm and over in length, chamois leather, gilding tip, gilding knife, gilding brush, signwriter's mop, dagger liner, sponge, pliers, claw hammer, screw driver, stripping knife, large compass, duster, perspex square, tracing wheel, T square, sign cutter, glass cutters and putty knife.
- (c)
  - (i) Subject to clause 34(c)(ii), an employee shall be reimbursed by the employer to a maximum of \$1,431.00 for loss of tools or clothes by fire or breaking and entering whilst securely stored at the employer's direction in a room or building on the employer's premises, job or workshop or in a lock-up or if the tools are lost or stolen while being transported by the employee at the employer's direction, or if the tools are accidentally lost over water or if the tools are lost or stolen owing to the employee leaving the job because of injury or illness.
  - (ii) An employee transporting their own tools shall take all reasonable care to protect those tools and prevent theft or loss.
- (d)
  - (i) Unless prevented from doing so because of injury or illness, it is the responsibility of the employee to ensure that the employee's tools are securely stored at the completion of each days' work or shift.
  - (ii) Where an employee is absent from work because of illness or accident and has advised the employer in accordance with clause 20 the employer shall ensure that the employee's tools continue to be securely stored during such absence.
- (e) When an employer requires an employee to wear spectacles with toughened glass lenses the employer will pay the costs of the toughening process.
- (f) For the purposes of clause 34:
  - (i) only tools used by the employee in the course of their employment shall be covered;
  - (ii) the employee shall, if requested to do so, furnish the employer with a list of tools so used;
  - (iii) reimbursement shall be at the current replacement value of new tools of the same or comparable quality;



- (iv) the employee shall report any theft to the Police prior to making a claim on the employer for replacement of stolen tools.

## **PART 9 - Training and Related Matters**

### **35. Training**

The parties to this Section recognise that in order to increase efficiency and productivity of the enterprise and also the national and international competitiveness of the industries covered by this Section, 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.

## Division 4 - Section 1 - Schedule 1 (Classifications - Building Trades Services)

### Outline of classification structure

The definitions below guide the classification of employees in this group by indicating the standard of skill and indicative tasks required of a particular role.

Building trades employees at each classification level may be required to have the competencies for the level or levels below their own level. When required, employees at each level will undertake lower level duties as well as performing tasks incidental to work at their level.

### Structure of Building worker level 1 (BW1) classification levels

<b>BW1 (a):</b>	Upon commencement in the industry (i.e. new entrant)
<b>BW1 (b):</b>	After 3 months in the industry
<b>BW1(c):</b>	After 12 months in the industry
<b>BW1 (d):</b>	Upon fulfilling the substantive requirements of Building worker level 1

### Definitions:

#### Building worker level 1 (BW1)

- A **Building worker level 1 (BW1)** works under general supervision in one or more aspects of building and/or construction activities in the local government industry and will:
  - have completed, in accordance with recognised prior learning principles, a construction skills test equivalent to the required competency standards; or
  - have completed relevant structured training equivalent to the required competency standards.

- Skills and duties

An employee at this level:

- may be part of a self-directed work area team (WAT);
- may be required to perform a range of duties in one or more area of the overall building and/or construction industry;
- works from instructions and procedures;
- assists in the provision of on-the-job training to a limited degree;
- coordinates work in a team environment or works individually under general supervision;
- is responsible for assuring the quality of their own work;
- has a qualification in first-aid.

- Indicative tasks

Indicative tasks that an employee may perform at this level include the following:

- uses precision measuring instruments;
- basic material handling functions;
- operates small plant and pneumatic machinery;
- inventory and store control;
- uses a range of hand tools and oxy welding equipment;
- has a knowledge of the construction process and understands the sequencing of construction functions;
- is able to provide first-aid assistance to other employees.

- The BW1 classification incorporates the following (traditionally used) job titles/positions:

Steel erector (whether prefabricated or otherwise)	Demolition worker (after 4 months' experience)	Labourer assisting any other tradesperson	Roof layer (malthoid or similar material)
Assistant powder monkey	Crane hand	Mixer driver (concrete)	Jackhammer person
Assistant rigger	Crane chaser	Plasterer's labourer	Concrete formwork Stripper
Bricklayer's labourer	Dump cart operator	Under pinner	Labourer
Cement gun operator	Gantry hand	Steel or bar bender to pattern or plan	Trades labourer
Concrete cutting or drilling machine operator	Gear hand	Aluminium alloy structural erector	Concrete gang, including concrete floater

### Building worker level 2 (BW2)

- A **Building worker level 2 (BW2)** works under limited supervision in one or more aspects of building and/or construction activities in the local government industry and will:
  - have completed in accordance with recognised prior learning principles a construction skills test equivalent to the required competency standards; or
  - have completed relevant structured training equivalent to the required competency standards.

- Skills and duties

An employee at this level:

- may be part of a self-directed work area team (WAT);
- may be responsible for the supervision of one or more employees working at BW1 level;
- can interpret plans and drawings relevant to their functions;
- assists with the provision of on-the-job training;
- assumes responsibility for allocating tasks within a WAT within the area of the employee's skills, competence and training;
- has some responsibility for the order and purchase of materials within defined parameters;
- is able to sequence functions relevant to the employee's WAT; and
- applies quality control techniques to the employee's own work and that of other employees within the WAT.

- Indicative tasks

Indicative tasks that an employee may perform at this level include the following:

- calculates safe loads and stress factors;
- measures accurately using specialised equipment;
- non-trade's maintenance of relevant plant and equipment;
- anticipates and plans for constant changes to the work environment.

- The BW2 classification incorporates the following (traditionally used) job titles/positions:

Certified scaffolder	Foundation shafts worker	Rigger	Dog person	Powder monkey
Concrete finisher	Hoist or winch driver	Steel fixer	Tack welder	

### Building tradesperson level 1 (BT 1)

- A **Building tradesperson level 1** (BT1) works individually or in a team environment in a building trade applying in the local government industry and will:
  - have successfully completed a relevant trade apprenticeship or its AQF equivalent, or
  - have successfully completed, in accordance with recognised prior learning principles, a competency assessment for this level.

- Skills and duties

An employee at this level demonstrates:

- understanding of quality control techniques;
- ability to inspect products and/or materials for conformity with established standards;
- good interpersonal communications skills;
- ability to work in a safe manner so as not to cause self injury or injury to others;
- ability to exercise discretion and utilise basic fault-finding skills in the cause of their work;
- ability to work under general supervision either individually or in a team environment; and
- ability to instruct apprentices in the correct performance of work.

- Indicative tasks

Indicative tasks that an employee may perform at this level include the following:

- trade skills associated with a relevant certificated trade;
- non-trade tasks incidental to their work;
- informal on-the-job guidance to a limited degree;
- instruction of apprentices in the correct performance of trade-related skills.

- The BT1 classification incorporates, but is not limited to, the following (traditionally used) job titled/positions:

Bricklayer	Machinist	Sandblaster	Licensed Drainer	Joiner	Tiler
Carpenter	Mason	Shopfitter	Water proofer	Plumber	Glazier
Floor specialist	Painter	Signwriter	Plasterer		

### Building tradesperson level 2 (BT 2)

- A **Building tradesperson level 2** (BT2) will:
  - have successfully completed an additional 12 points of relevant structured training from another trade or post-trade in addition to the requirements of a BT1, or
  - have successfully completed, in accordance with recognised prior learning principles, a competency assessment for this level.
- The above additional training requirements above BT1 may be obtained in relation to a range of skills including, but not limited to, trade skills in comparable trades other than that in which they

are primarily employed which would allow an employee to perform a range of duties across trades as required by an employer.

- In order to be classified at this level a tradesperson may be required to establish they have undertaken the necessary training (either on or off-the-job) or has the necessary experience and is competent to perform the duties involved as well as meet existing licensing requirements, where applicable.
- A BT2 includes a Licensed Plumber registered in accordance with Queensland Legislation or a Plumber or Licensed Drainer whose duties require that they have an additional 12 points of training beyond their own trade classification at BT1.
- Skills and duties

An employee at this level:

- performs work to the extent of their skills, competence and training; and
- will have completed the required training; or
- will have the equivalent skills gained through work experience in accordance with the prescribed standards for this level.

A BT2 works above and beyond a BT1 and to the level of their training:

- exercises skills gained through satisfactory completion of the training prescribed for this level or through satisfactory completion of a skills assessment for this level;
- exercises discretion within the scope of this level;
- works under general supervision either individually or in a team environment;
- understands and implements quality control techniques;
- provides guidance and assistance as part of a work team;
- works in a safe manner so as not to injure themselves or other employees; and
- exercises trade skills relevant to the requirements of the enterprise at a level higher than an employee at BT1.

- Indicative tasks

The following indicative tasks, which an employee at this level may perform, are subject to the employee having appropriate trade and post-trade training or experience to enable the employee to perform the particular indicative tasks:

- assists in the provision of on-the-job training in conjunction with other tradespersons and supervisors;
- operates and maintains a wide range of complex machines or equipment in the workplace;
- ability to apply relevant legislation to the work of self and others;
- ability to carry out any other tasks as directed in accordance with their level of skill training; and
- utilises trade skills not related to the employee's designated core trade.

### **Building tradesperson level 3 (BT 3)**

- A **Building tradesperson level 3 (BT3)** will:
  - have successfully completed an additional 12 points of relevant structured training from another trade or post-trade in addition to the requirements of a BT2, or
  - have successfully completed, in accordance with recognised prior learning principles, a competency assessment for this level.

- The above training requirements may be obtained in relation to a range of skills in comparable trades other than that in which they are primarily employed, which would allow an employee to perform a range of duties across trades as required by an employer.
- In order to be classified at this level a tradesperson may be required to establish they have undertaken the necessary training (either on or off-the-job) or has the necessary experience and is competent to perform the duties involved as well as meet existing licensing requirements, where applicable.
- A BT3 includes a Plumber, Licensed Plumber or Licensed Drainer whose duties require them to have an additional 12 points of training beyond their own trade classification at level BT2.
- Skills and duties
  - An employee at this level performs work to the extent of their skills, competence and training and will have:
    - completed the required training; or
    - gained the equivalent skills through work experience in accordance with the prescribed standards for this level.
  - A BT3 works above and beyond a BT2 and to the level of their training:
    - exercises the skills attained through satisfactory completion of the training and standard prescribed for this classification;
    - provides guidance and assistance as part of a work team;
    - assists in the provision of training in conjunction with supervisors and trainers;
    - understands and implements quality control techniques and is responsible for the quality of their work and is able to identify faults in the work of others at this or lower levels;
    - works in a safe manner so as not to injure themselves or other employees;
    - is able to identify hazards and unsafe work practices which may affect others in the team environment;
    - exercises excellent interpersonal skills;
    - performs work under limited supervision either individually or in a team environment; and
    - exercises discretion within their level of skill.
- Indicative tasks

The following indicative tasks which an employee at this level may perform are subject to the employee having appropriate trade and post-trade training or experience to enable the employee to perform the particular indicative tasks:

- exercises high precision trade skills using various materials and/or specialised techniques;
- utilises additional trade licences;
- utilises post-trade skills;
- utilises trade skills not related to the employee's designated core trade; and
- performs tasks on a CAD/CAM terminal in the performance of routine modifications.

## **Division 4 - Section 1 - Schedule 2 (Procedures for classification and reclassification of building trades employees)**

### **Re-classification**

- In seeking upward reclassification, employees will be required to demonstrate that they meet the full requirements of the specific skill level in accordance with the criteria outlined in this Section and are required to carry out the duties at that level.
- The employer may instruct an employee not to exercise competencies that they possess. In such a case, an employee cannot seek reclassification for possessing such competencies.

### **Progression through the trade classification structure**

- Upward progression for tradespersons through the classification structure will be facilitated through the process of re-classification. Employees will be provided the opportunity to be re-classified as they develop skills and appropriate to the requirements of the employer.
- Progression through the classification structure can be achieved by the following processes:
  - All trade employees shall commence at the 100% classification level. To achieve this level, the employee must hold an existing AQF Level 3 trade certificate, or have been assessed as competent in all core and the minimum number of elective competencies for the designated trade.
  - Acquisition of 12 "points" from outside their own trade at the Certificate 3 level or higher, in addition to the requirements of the employees' current level. This is equivalent to 120 nominal hours of accredited training. The acquisition of 12 points will result in the employee advancing one level higher than their current classification level. The employee shall advance one level for each 12 points acquired up to BT3 level.
  - Acquisition of 12 "points" of specialist post trade competencies in the employees own trade at AQF level 4 or higher (including specific licenses and endorsements for plumbers provided in the classification structure), in addition to the requirements of the employees' current level. This is equivalent to 120 nominal hours of accredited training. The acquisition of 12 points will result in the employee advancing one level higher than their current classification level. The employee shall advance one level for each 12 points acquired up to BT3 level.
  - The assessed competencies must be relevant to the work being performed and required by the employer.
  - Competencies may be drawn from other trade qualifications.

### **Classification Disputes Procedure**

- It is recognised that from time to time disputes may arise as to the proper classification of a position or job to be filled by an employee. In the event that a dispute as to the proper classification or reclassification of a position or job does arise the dispute settlement procedure contained in clause 7.1 of Division 1 shall apply.
- The parties to the dispute may call upon people/organisations with technical/educational expertise (such as Construction Skills Queensland or any successor organisation) and any other persons they believe would assist in the resolution of the dispute.
- In any case, in determining the appropriate classification of a position or job to be filled by an

employee, an employer will pay full regard to:

- the nature and skill requirements of the position to be filled;
  - the skill level and certification of the employee;
  - the experience and qualifications of the employee;
  - relevant indicative tasks nominated in this new structure; and/or
  - fields of work against which an employee is accredited.
- Appropriate procedures will be established for testing the validity of an employee's claim for reclassification.

#### **Formal recognition of skills:**

- Formal recognition of skills shall occur through either a skills assessment conducted in accordance with RPL principles, or through the acquisition of a statement of attainment issued by a Registered Training Organisation
- Where it is identified that trade employees are required to use skills that are beyond the scope of their designated core trade, the employer shall ensure that a skills assessment is conducted to accurately determine the employees' competence in those skills so that the extra skills required can be formally recognised for the purpose of reclassification.
- The employer shall be responsible for any costs associated with the skills assessment process. Results of skills assessments shall remain the property of the employee. Employees shall provide the results of skills assessments to the employer as required.

#### **Multi skilling**

- Multi-skilling facilitates employees working in non-traditional work areas and requires trades staff to perform duties and use skills that are not a part of their designated core trade. Higher skill levels may be beneficial to business operation and it is acknowledged employees should be remunerated according to the skills they are required to use. The reclassification process provides for wage levels to be determined according to skill levels with higher wages available to employees who are required to have and use the necessary competencies.
- Employees who wish to progress through the classification structure may be required to up-skill and or cross-skill to meet the requirements of higher classification levels. Skills may be acquired from a variety of occupational areas. The business needs of the enterprise shall determine the skills required beyond the scope of the existing trade qualifications.
- Upon request by the employee, existing trade skills used by an employee and required by the employer that are not part of the employee's designated trade, shall be identified, acknowledged, assessed, and counted towards a reclassification outcome.
- Wherever possible registered competencies existing within the AQF shall be used as a benchmark for the assessment of vocational skills.



## Division 4 - Section 2 - Engineering and Electrical/Electronic Services

### PART 1 - Coverage and Operation

#### 1. Coverage of Section 2 of Division 4

This Section covers local government employees engaged in the delivery of engineering or electrical/electronic services.

#### 2. Operation and transitional arrangements

See clause 2 of Division 1 - Provisions with common application.

#### 3. Definitions and interpretation

(a) Definitions with common application are contained in clause 3 of Division 1.

(b) In this Section, unless the context otherwise requires:

**afternoon shift** means any shift finishing after 1800 and at or before 2400 or where the majority of hours fall between those hours

**continuous shift worker** means a person who works continuous shift work

**junior** means an employee under 20 years of age other than an apprentice or a trainee as defined in the *Further Education and Training Act 2014*, engaged in any non-trade calling to which this Award applies

**night shift** means any shift finishing subsequent to 0000 and at or before 0800 or where the majority of hours fall between those hours

**union** means the following industrial organisations of employees in accordance with their callings:

- Automotive, Metals, Engineering, Printing and Kindred Industries Industrial Union of Employees, Queensland;
- Construction, Forestry, Mining & Energy, Industrial Union of Employees, Queensland;
- The Electrical Trades Union of Employees Queensland; or
- The Australian Workers' Union of Employees, Queensland

#### 4. Coverage of the 2017 QLGIA

See clause 4 of Division 1 - Provisions with common application.

#### 5. Queensland Employment Standards and this Award

See clause 5 of Division 1 - Provisions with common application.

#### 6. Enterprise flexibility and facilitative award provisions

See clause 6 of Division 1 - Provisions with common application.

## **PART 2 - Dispute Resolution**

### **7. Dispute resolution**

See clause 7 of Division 1 - Provisions with common application.

## **PART 3 - Types of Employment, Consultation and Termination of Employment**

### **8. Types of employment**

An engineering or electrical/electronics services employee may be employed on a full-time, part-time or casual basis. Every employee shall be advised of the basis of their employment in writing upon appointment.

#### **8.1 Full-time employment**

A full-time engineering or electrical/electronics services employee is one who is engaged to work an average of 38 ordinary hours per week.

#### **8.2 Part-time employment**

- (a) A part-time engineering or electrical/electronics services employee is an employee who:
  - (i) is engaged to work a regular pattern of ordinary hours each week or fortnight which are less than the ordinary hours worked by an equivalent full-time employee; and
  - (ii) receives, on a *pro rata* basis, the same salary and conditions of employment to those of an equivalent full-time employee who performs the same kind of work.
- (b) For each ordinary hour worked a part-time employee shall be paid no less than 1/38th of the minimum weekly rate of pay for their classification.
- (c) Before commencing part-time employment, the employee and employer must agree in writing:
  - (i) the number of ordinary hours to be worked by the employee;
  - (ii) the days upon which ordinary hours will be worked; and
  - (iii) the usual daily starting and finishing times.
- (d) The terms agreed in clause 8.2(c) may be varied by mutual agreement and any variation must be recorded in writing.
- (e) By mutual agreement with their employer, a part-time employee may elect and record in writing, to work additional ordinary hours above their regular hours, up to and including full-time equivalent hours. The additional hour so worked are to be taken into account in the *pro rata* calculation of all leave and other entitlements.
  - (i) Any additional ordinary hours are to be treated as follows:
    - (A) day workers - additional hours worked within the spread of ordinary hours prescribed in clause 15.3 are to be paid for at the ordinary hourly rate;
    - (B) shift workers - to be paid for at the ordinary hourly rate, plus the applicable shift allowance.

### 8.3 Casual employment

- (a) (i) A casual engineering or electrical/electronics services employee is an employee who is engaged and paid as such.
- (ii) A casual employee cannot be employed to work more ordinary hours than are worked by an equivalent full-time employee each week or fortnight, as the case may be.
- (b) For each ordinary hour worked a casual employee shall be paid no less than 1/38th of the minimum weekly rate of pay for their classification plus a casual loading of 23%. This loading is not an all purpose payment.
- (c) Each casual engagement stands alone with a minimum payment as for 3 hours' work.
- (d) Except where otherwise provided, a casual employee is entitled to receive, on a *pro rata* basis, the same pay and conditions of employment, other than leave entitlements, to those of an equivalent full-time employee who performs the same kind of work.
- (e) The casual loading of 23% is paid instead of annual leave, paid personal/carer's leave, notice of termination, redundancy benefits and the other attributes of full-time or part-time employment.
- (f) The long service leave entitlement of casual employees is recorded in clause 22.
- (g) Clause 8.3.1 in this Section contains provisions about conversion from casual employment to full-time or part-time employment.

#### 8.3.1 Conversion of casual employment

- (a) (i) A casual engineering or electrical/electronics services employee, other than an irregular casual employee as defined below, who has been engaged by a particular employer on a regular and systematic basis and for several periods of employment under this Award during a period of six months shall thereafter have the right to elect to have the employee's contract of employment converted to full-time employment or part-time employment if the employment is to continue beyond the conversion process.
- (ii) **irregular casual employee** means one who has been engaged to perform work on an occasional or non-systematic or irregular basis
- (iii) The provisions of clause 8.3.1 do not apply to irregular casual employees.
- (b) Every employer of such an employee shall give the employee notice in writing of the provisions of clause 8.3.1 within four weeks of the employee having attained such period of six months.
- (c) The employee retains the employee's right of election under clause 8.3.1 if the employer fails to comply with clause 8.3.1(b).
- (d) Any such casual employee who does not within four weeks of receiving written notice elect to convert the employee's contract of employment to a full-time employment or a part-time employment will be deemed to have elected against any such conversion.
- (e) Any casual employee who has a right to elect under clause 8.3.1(a), upon receiving notice under clause 8.3.1(b) or after the expiry of the time for giving such notice, may give four weeks' notice in writing to the employer that the employee seeks to elect to convert the employee's contract of employment to full-time or part-time employment, and within four weeks of receiving such notice the employer shall consent to or refuse the election but shall not unreasonably so refuse. Any

dispute about a refusal of an election to convert a contract of employment shall be dealt with as far as practicable with expedition through the grievance procedure.

- (f) Once a casual employee has elected to become and been converted to a full-time employee or a part-time employee, the employee may only revert to casual employment by written agreement with the employer.
- (g)
  - (i) If a casual employee has elected to have the employee's contract of employment converted to full-time or part-time employment in accordance with clause 8.3.1(e), the employer and employee shall discuss and agree upon:
    - (A) which form of employment the employee will convert to, that is, full-time or part-time; and
    - (B) if it is agreed that the employee will become a part-time employee, the number of hours and the pattern of hours that will be worked, as set out in clause 8.3 of this Section.
  - (ii) An employee who has worked on a full-time basis throughout the period of casual employment has the right to elect to convert the employee's contract of employment to full-time employment and an employee who has worked on a part-time basis during the period of casual employment has the right to elect to convert the employee's contract of employment to part-time employment, on the basis of the same number of hours and times of work as previously worked, unless other arrangements are agreed upon between the employer and employee.
  - (iii) Following such agreement being reached, the employee shall convert to full-time or part-time employment.
  - (iv) Where, in accordance with clause 8.3.1(e) an employer refuses an election to convert, the reasons for doing so shall be fully stated to and discussed with the employee concerned and a genuine attempt made to reach agreement.
  - (v) Any dispute about the arrangements to apply to an employee converting from casual employment to full-time or part-time employment shall be dealt with as far as practicable with expedition through the grievance procedure.
- (h) By agreement between the employer and the majority of the employees in the relevant workplace, or section of it, or with the casual employee concerned, the employer may apply clause 8.3.1(a) as if the reference to six months is a reference to 12 months, but only in respect of a currently engaged individual employee or group of employees. Any such agreement shall be recorded in the time and wages records. Any such agreement reached with an individual employee may only be reached within the two months prior to the end of the period of six months referred to in clause 8.3.1(a).
- (i) An employer when engaging a person for casual employment must inform the employee then and there that the employee is to be employed as a casual, stating by whom the employee is employed, the job to be performed and the classification level, the actual or likely number of hours required, and the relevant rate of pay.
- (j) The employer shall give to a casual employee who has been engaged for one or more periods of employment extending over three or more weeks in any calendar month, and whose employment is or is likely to be ongoing, a notice in writing signed by or on behalf of the employer stating:
  - (i) the name and address of the employer;

- (ii) if the employee has been engaged by the employer to perform work on hire to another person or company or is regularly engaged to perform work on hire to other persons or companies, a statement to that effect;
  - (iii) the job to be performed and the classification level on which the employee has been or is likely to be engaged;
  - (iv) as far as practicable, the terms of the current engagement, including the likely number and likely pattern of hours required to be worked, the base hourly rate upon which the casual loading is calculated, the casual loading and the total casual rate; and
  - (v) the contingency on which the engagement expires, or the notice, if any, that will be given to terminate any ongoing employment.
- (k) It shall be sufficient compliance with clause 8.3.1(j) if the employer gives such a note in writing upon or following the first occasion on which the casual employee has been so engaged for a period or periods extending over three or more weeks in any calendar month.

## 9. Termination of employment

See clause 9 of Division 1 - Provisions with common application.

## 10. Redundancy

See clause 10 of Division 1 - Provisions with common application.

## 11. Consultation - Introduction of changes

See clause 11 of Division 1 - Provisions with common application.

# PART 4 - Minimum Wage and Salary Levels, Allowances and Related Matters

*(Note: The wage rates and salary levels prescribed in this Award do not apply to employees to whom the provisions of Schedule 2 in Division 1 (Supported Wage System) apply.)*

## 12. Classifications and minimum wage and salary levels

### 12.1 Minimum wage levels

Employees covered by Section 2 of Division 4 are to be classified into an appropriate classification and level in accordance with the classification structure set out in Schedule 1 in this Section with minimum wage and salary levels for employees 20 years of age and above to be as set out in the table below:

Classification	As from 1 September 2016		As from 28 February 2017	
	Wage Level	Award Rate <sup>1</sup> Per Week \$ <sup>2</sup>	Wage Level	Award Rate <sup>1</sup> Per Week \$ <sup>2</sup>
C14	1A	728.50	1	734.00
C13	1A	728.50	1	734.00
C12	2A	749.00	2	755.50
C11	3A	769.50	3	777.50
C10	5A	808.50	5	808.50
C9	6A	830.00	6	830.00
C8	7B	854.00	7	854.00

Classification	As from 1 September 2016		As from 28 February 2017	
	Wage Level	Award Rate <sup>1</sup> Per Week \$ <sup>2</sup>	Wage Level	Award Rate <sup>1</sup> Per Week \$ <sup>2</sup>
C7	8B	876.50	8	876.50
C6	10B	925.00	10	925.00
C5	11B	950.50	11	950.50
C4	12B	975.00	12	975.00
C3	14B	1,024.00	14	1,024.00
C2(a)	15B	1,049.00	15	1,049.00
C2(b)	17B	1,093.00	17	1,093.00

*Notes:*

<sup>1</sup> Includes the arbitrated wage adjustment payable under the 1 September 2016 Declaration of General Ruling.

<sup>2</sup> Rounded to the nearest \$0.50.

## 12.2 Classification and reclassification of employees

The procedures for classifying and reclassifying employees covered by Section 2 of Division 4 are contained in Schedule 3 in this Section.

## 12.3 Phasing in of wage levels

Provisions for the phasing in of wage levels of employees covered by Section 2 of Division 4 without relevant work experience or qualifications are provided in Schedule 4 in this Section.

## 12.4 Junior rates

- (a) The minimum rate of wages for junior employees shall be the following percentage of the rate prescribed for the C12 level:

Age of employee	% of relevant minimum adult rate
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
20 years of age and over	100

- (b) Junior rates shall be calculated to the nearest \$0.10.

## 13. Allowances

- (a) In addition to the allowances prescribed in clause 13 of Division 1 - Provisions with common application, the following provisions apply to employees covered by this Section.
- (b) The allowances prescribed in clause 13 shall be paid irrespective of the times at which work is performed and, unless specifically provided, shall not be subject to any premium or penalty.
- (c) Except where as otherwise prescribed, where more than one of the disabilities appearing in clause 13 is present on a job, an employee shall receive payment for each disability.

- (d) Subject to clause 13(c) and unless otherwise specified, where more than one of the conditions in clauses 13.7 (electrical labourers' allowances), 13.19 (repair work allowance), 13.20 (rubbing allowance), 13.22 (special material handling allowance), 13.23 (special substances allowances) and 13.24 (special tool using allowance) are met the allowance is payable in respect of each condition so met.

For example, if an employee is required to use both a chainsaw and an explosive powered tool in the same day, they are to receive the allowance set out in clause 13.24 (special tool using allowance) for each of the two tools used in that day.

### **13.1 Cleaning flues allowance**

An employee engaged in cleaning flues, when required to work inside such flue, shall be paid an additional \$3.89 per day.

### 13.2 Cold chamber allowance

An engine driver in charge of refrigeration plants, except plants under the capacity of 3 tonnes per day, who go into cold chambers shall be paid an additional \$0.48 per hour for the actual time so engaged.

### 13.3 Confined space

An employee required to work in a place that the dimension or nature of which necessitates working in a stooped or otherwise cramped position and/or without sufficient ventilation shall be paid an additional \$0.82 per hour for the actual time so engaged.

### 13.4 Construction/on site allowance

(a) Except as provided elsewhere in this Award, an employee working on building construction work (as defined in clause 13.4(b)(i)); or reconstruction, alteration, repair and/or maintenance work (as defined in clause 13.4(b)(ii)), shall be paid an allowance at the rate of \$29.70 per week, for all purposes of this Award, to compensate for the following disabilities:

- (i) climatic conditions when 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 building sites;
- (iv) sloppy and muddy conditions associated with the initial stages of the erection of the building;
- (v) dirty conditions caused by the use of foam oil or from green timber;
- (vi) the disability of working on all types of scaffolds other than a single plank swing scaffold or a bosun's chair;
- (vii) the lack of the usual amenities associated with factory work (e.g. recreational facilities, sanitary convenience etc.);
- (viii) drippings from newly poured concrete;
- (ix) all other present disabilities not specifically compensated or allowed for by any other provisions of this Section.

(b) For the purposes of this clause:

- (i) **building construction work** shall mean the construction of new buildings, the construction of additions to existing buildings and necessary alteration of existing buildings to make them conform to any new additions, and the demolition of buildings and shall be deemed to include all electrical work carried out during such work;
- (ii) **reconstruction, alteration, repair and/or maintenance work** shall mean and include all work including electrical work performed on site on the reconstruction, alteration, repair and/or maintenance of wharves, jetties, piers, bridges, overpasses, underpasses, and incidental concrete work, pipelines, water storage towers, sewerage construction work, dams, barrages, weirs, or similar structures, culverts, box culverts, kerbing, channelling, roads, traffic islands and concrete ornamental lakes and land reclamation. This definition shall not, in relation to dams, weirs and barrages, include the following classes of work:

- (A) operation of the dam, weir or barrage;



- (B) construction or maintenance of tourist facilities;
  - (C) gardening, grasscutting or other agricultural operations.
- (c) Employees working "on site" on structures which are primarily civil or mechanical engineering structures or installations, such as wharves, jetties, piers, bridges, overpasses, underpasses and incidental concrete work, pipelines, water storage towers, sewerage construction work, dams, barrages, weirs or similar structures, construction of culverts, box culverts, kerbing, channelling, roads, traffic islands and concrete ornamental lakes and land reclamation and/or land clearing associated with estate development and building construction, shall be paid the allowance as provided in clause 13.4(a) and shall be subject to the same proviso as contained in clause 13.4(d).
  - (d) Where a separate "on site" or construction allowance applies on a particular project, the allowance of \$29.70 per week prescribed in clause 13.4(a) shall be in substitution except where such allowance exceeds \$29.70 when the higher amount shall be paid. Such allowance shall form part of the weekly wage in the calculation of overtime payments, annual leave pay, public holiday pay, sick pay and long service leave pay.
  - (e) Employees receiving payment pursuant to clause 13.4 shall not be entitled to any payment dealing with dirty work (clause 13.5) or repair of unclean vehicles work (clause 13.19(b)).

### **13.5 Dirty work allowance**

- (a) Subject to clause 13.5(b) an employee engaged on unusually dirty work to which no other allowance applies shall be paid an additional \$0.61 per hour for the actual time so engaged.
- (b) Clause 13.5 does not apply if the employee is in receipt of the construction/on site allowance (clause 13.4), the allowance for firing boilers (clause 13.8) or the allowance for manufacturing second hand articles (clause 13.21).
- (c) Dirty work conditions may be found in the following places:

dismantling machinery, engine rooms, boilers, cyaniding, chlorinating, all dry crushing and grinding plants, sanitary works, artificial manure works, at pit top, all work done in lift shafts, all electrically driven vehicles that have been in use, all work performed between ceilings and roofs in buildings that have been in use, in using tar or bitumen, or where tar or bitumen has been used and is not dry and in overhauling and/or repairing transformers where the employee's clothing becomes soiled with oil, and other work which is of an unusually dirty or offensive nature.

### **13.6 Divisional and District parities**

See clause 13.1 of Division 1 - Provisions with common application.

### **13.7 Electrical labourers' allowances**

An electrical labourer required to work on the undermentioned task/s shall be paid the additional allowances prescribed whilst engaged on such work:

- (a) on hammer and drill work - \$4.20 per day;
- (b) as a jack-hammer worker - \$4.20 per day;
- (c) as a jumper worker on gads and moils - \$4.20 per day;
- (d) in the pole lifting gang - \$4.20 per day;
- (e) as a tool dresser - \$6.35 per day; or

- (f) mixing or depositing wet concrete or mixing compo for bricklayers or plasterers - \$0.65 per day.

### 13.8 Firing boilers allowance

An Engineering/Electrical trades employee required to fire boilers with fuel other than coal, coke or corkwood, fuel oil, tar or gas, shall be paid an additional \$2.76 per day while using such fuel.

### 13.9 First-aid allowance

- (a) Where an employer appoints an employee who holds an appropriate first-aid certificate as a first-aid attendant the employee shall be paid an additional \$16.40 per week in which the employee works three days or more.
- (b) This allowance shall be treated as part of the ordinary rate of pay for the purposes of annual leave (but not loading on leave), sick leave, long service leave and all other paid leave.

### 13.10 Height allowance

- (a) An employee required to perform work at a height from 15.25 to 22.87 metres from the ground or low water level or nearest horizontal plane shall be paid at the rate of \$15.35 per week extra for the actual time so engaged.
- (b) An employee required to perform work at a height over 22.87 metres from the ground or low water level or nearest horizontal plane shall be paid at the rate of \$24.05 per week extra for the actual time so engaged.

### 13.11 Hot and cold work allowance

Where an employee is required to work for more than one hour continuously in places where the temperature is raised by artificial means to 45 degrees Celsius or more or is below 0 degrees Celsius they shall be paid an additional \$0.82 per hour for the actual time so engaged.

### 13.12 Leading hand allowance

- (a) An employee occupying the position of leading hand shall be paid the following additional rates per day:

	Per day
	\$
• In charge of less than 10 employees	7.17
• In charge of 10 but less than 20 employees	10.75
• In charge of 20 or more employees	14.13

- (b) For the purposes of clause 13.12(a) the leading hand shall be reckoned as one of the employees.
- (c) Leading hand allowances shall be taken into consideration in the computation of overtime, payment for annual leave, sick leave, public holidays, weekend work, etc.

### 13.13 Live sewer work

- (a) Subject to clause 13.13(c) a tradesperson and their assistant engaged on live sewer work shall be paid at the rate of time and one-half for such work.
- (b) For the purpose of this clause **live sewer work** shall mean work carried out in situations where there is direct aerial connection with a sewer through which sewerage is flowing. The term shall include mechanical and electrical equipment installed in association with any such sewer or sewerage pumping station or treatment works, but shall not apply to routine maintenance which

does not require the dismantling of pumps etc. The term shall also include a minimum payment of one hour for work on pumps after removal from a pumping station or treatment works for cleaning or stripping.

- (c) Where aerial connection with a sewer is blocked by a disc plug, valve, water seal or other means, the live sewer rate shall not apply.
- (d)
  - (i) An employee who is on any day required to carry out work in connection with the release of blockages in sewerage lines and connections (including pumps) shall be paid not less than 4 hours at time and one-half during ordinary hours or at the appropriate rate for overtime.
  - (ii) All time involved in travelling to and from such operations shall be deemed to be time worked for this purpose.
  - (iii) The construction, reconstruction, alterations repair and/or maintenance work allowance in clause 13.4 of this Section shall not apply when employees are engaged on live sewer work.

#### **13.14 Marker-off allowance**

- (a) An Engineering/Electrical trades employee whilst occupying the position of a marker-off shall be paid an additional \$3.89 per day.
- (b) The additional payment at clause 13.14(a) for a maker-off is an 'all purpose' payment and shall be taken into consideration in the computation of overtime, payment for annual leave, sick leave, public holidays, weekend work etc.

#### **13.15 Motor vehicles drawing trailers**

- (a) Where an employee is required to drive a motor vehicle to which a trailer is attached they shall be paid an additional \$3.07 per day.
- (b) Not more than one trailer shall be attached and drawn at any one time.
- (c) The additional payment prescribed shall not apply to employees driving articulated vehicles or machinery floats and/or low loaders.
- (d) The allowance shall apply only in respect of the drawing of trailers having a loading capacity in excess of 0.5 tonnes.
- (e) The term **trailer** does not include:
  - caravans;
  - compressors;
  - concrete mixers; and
  - welding plants.

#### **13.16 Overtime meal allowances and meal breaks**

- (a) An employee, other than an employee living in camp, who is required to continue work after the usual ceasing time for more than one and one-half hours shall be supplied with a reasonable meal at the employer's expense or be paid a meal allowance of \$12.35 in lieu thereof.
- (b) If the employee continues to work overtime after the one and one-half hours overtime referred to in clause 13.16(a), the employee shall after the completion of each further 4 hours' overtime worked be supplied with an additional meal at the employer's expense or be paid \$12.35 in lieu thereof.

- (c) When an employee has provided themselves with a customary meal or meals because of receipt of notice of intention to work overtime the employee shall be entitled to an allowance of \$12.35 for each meal so provided in the event of the work not being performed, or ceasing before the respective meal times.
- (d) Where overtime is to be worked immediately after the completion of ordinary work on a day or shift and the period of overtime is to be more than one and one-half hours, an employee is entitled to commence a paid crib break of 30 minutes, to be paid at the ordinary time rate, within one and one-half hours of ceasing such ordinary time work.
- (e) An employee working overtime must be allowed a crib break of 30 minutes, without deduction of pay, after each further 4 hours of overtime worked after the first one and one-half hours of overtime referred to in clause 13.16(d), if the employee is to continue work after such break.
- (f) An employee who is required to return or come in to the workplace to perform overtime on any of the employee's ordinary working days (other than on a public holiday) but which work does not continue after the ordinary ceasing time, shall be entitled to a 30 minute crib break, without deduction of pay, after the completion of each 4 hours of overtime worked.
- (g) An employee who is required to report to work to perform overtime of more than 2 hours, but less than 4 hours, prior to the ordinary starting time shall be allowed a 30 minute paid crib break at the ordinary starting time which shall be paid at ordinary rates.
- (h) Where a day worker is required to work overtime on any scheduled day off, rostered day off or public holiday outside the scope of that covered by clause 13.16(d), (e) or (f) such employee shall be entitled to:
  - (i) where in excess of 6 hours overtime is to be worked, an unpaid meal break of no less than 30 minutes and not more than 60 minutes not later than 6 hours after the commencement of duty;
  - (ii) where in excess of 9 ½ hours overtime is to be worked (including overtime referred to in clause 13.16(h)(i)) a further 30 minute crib break, without deduction of pay; and
  - (iii) a further 30 minute crib break, without deduction of pay, for each further 4 hours worked where such overtime is to continue beyond the respective 4 hour period.
- (i) An employer and an employee may agree to any variation of clause 13.16(h) to meet the circumstances of the work in hand. However, the employer is not required to make any payment in excess of or less than what would otherwise be required under clause 13.16(h).

### **13.17 Painters labourers wages**

A painter's labourer engaged on any class of varnishing or finishing work shall be paid for the whole day at the rate of level C10 prescribed in clause 12.1 of this Section.

### **13.18 Painting poles allowance**

An employee engaged in painting electric tramway or electric light poles shall be paid the rates prescribed for a painter in Section 1 of Division 4.

### **13.19 Repair work allowance**

- (a) A boilermaker and any assistant engaged in repairs and alterations to old work only, notwithstanding that new material may have to be used for the purpose, shall be paid an additional \$0.82 per hour for actual time so engaged, but nothing extra shall be claimed for dirty work.

- (b) Subject to clause 13.19(c) an employee employed on:
- (i) the repair of the bodies of vehicles used as sanitary or rubbish vehicles or to transport tar and bitumen where such vehicles have not been thoroughly cleaned down immediately before work on such repairs is commenced; or
  - (ii) the repairs of floors and undergear of trams and buses,
- shall be paid an additional \$0.61 per hour for the actual time so engaged.
- (c) An employee in receipt of the construction/on site allowance (clause 13.2) shall not be entitled to the allowance prescribed in clause 13.19(b).

### **13.20 Rubbing allowance**

A painter's labourer engaged in rubbing will receive allowances as follows for the actual time so engaged:

- (a) wet rubbing - an additional \$0.64 per hour; and
- (b) using a compound and/or polish for rubbing bodies or any portion of a car after it has been sprayed with pyroxylin enamel - an additional \$0.37 per hour.

### **13.21 Second hand articles allowance**

Any employee engaged in the manufacture of any domestic article manufactured from any article already made up shall be paid 20% in addition to their ordinary rate of pay.

### **13.22 Special material handling allowances**

An employee engaged in the undermentioned task/s shall be paid the additional allowances prescribed whilst engaged on such work:

- (a) electrical labourers mixing concrete - \$0.65 per hour;
- (b) loading or unloading not less than 6 bags of lime and/or cement - \$0.65 per hour; or
- (c) handling loose slag wool, loose insulwool, or other loose material of a like nature, used in the construction, repair, or demolition of roofing, flooring, walls or partitions, for providing insulation against heat, cold or noise - \$0.45 per hour.

### **13.23 Special substance allowances**

An employee required to work in the following circumstances shall be paid the additional allowances prescribed for the actual time so engaged:

- (a) exposed to the effect of sulphuric acid - \$0.23 with a minimum payment of 4 hours per day;
- (b) using epoxy based materials and materials which include or require the addition of a catalyst hardener and reactive additives or two pack catalyst system - \$0.82 per hour;
- (c) working amongst ammonia or other noxious gas fumes - \$0.82 per hour; or
- (d) in the maintenance, overhaul or repair of storage batteries or erecting second hand pre-used storage batteries - \$5.22 per day.

### **13.24 Special tool using allowance**

An employee required to use the undermentioned tools or equipment shall be paid the additional allowances prescribed whilst engaged on such work:

- (a) chainsaw - \$0.65 per hour;
- (b) explosive powered tools - \$1.70 per day; or
- (c) shot blast or sand blast - \$0.61 per hour.

### **13.25 Tool allowance**

- (a) A tradesperson who is required to supply and use their own tools shall be paid an additional \$20.90 per week.
- (b) The tool allowance prescribed in clause 13.25(a) is not payable while an employee is absent on annual leave.
- (c) A tradesperson shall replace or pay for any tools supplied by their employer which are lost as a result of negligence on the part of the employee.

### **13.26 Work in the rain**

- (a) Where practicable suitable waterproof clothing shall be supplied by the employer to an employee who is required to work in the rain.
- (b) When an employee is required to work in the rain and by so doing gets wet clothing, the employee shall be paid double rates for all time so worked with such payment to continue until the employee finishes work or is able to change into dry clothing, whichever is the earlier.

### **13.27 Adjustment of monetary allowances**

- (a) Other than the expense related allowances at clauses 13.16 (overtime meal allowance) and Divisional and District parities at clause 13.6, respectively, all other monetary allowances specified in clause 13 shall be automatically adjusted from the same date and in the same manner as monetary allowances are adjusted in any State Wage Case decision or other decision of the Commission adjusting minimum wage rates in this Award.
- (b) In addition to the monetary allowances specified in clause 13, the monetary allowance in clause 34(a)(ii) (camp allowance) shall also be adjusted in the same manner and at the same time as prescribed in clause 13.27(a).
- (c) At the time of any adjustment to the wage rates in this Award the expense related allowances at clauses 13.16 (overtime meal allowance), 13.25 (tool allowance), 31(b)(ii) and (c)(ii) (motor vehicle allowance), 32(a)(iii) (accommodation allowance) and 32(e) (motor vehicle allowance), respectively, shall be automatically adjusted by the relevant adjustment factor. The relevant adjustment factor for this purpose is the percentage movement in the applicable index figure most recently published by the Australian Bureau of Statistics since the allowance was last adjusted.
- (d) The applicable index figure is the index figure published by the Australian Bureau of Statistics for the Eight Capitals Consumer Price Index, as follows:

Allowance

Eight Capitals Consumer Price Index  
(ABS Cat No. 6401.0 - Table 7)

Accommodation allowance  
(last adjusted 1 September 2015)

Domestic holiday, travel and accommodation sub-group

Motor vehicle allowance  
(last adjusted 1 September 2014)

Private motoring sub-group

Overtime meal allowance  
(last adjusted 1 September 2016)

Take-away and fast foods sub-group

Tool allowance and tools insurance value  
(last adjusted 1 September 2016)

Tools and equipment for house and garden component of the household appliances, utensils and tools sub-group

## 14. Superannuation

See clause 14 of Division 1 - Provisions with common application.

## PART 5 - Hours of Work and Related Matters

### 15. Hours of duty

#### 15.1 Ordinary hours of duty

- (a) Except as provided in clauses 15.1(b), (c) and (d), the ordinary hours of duty for all employees covered by this Section, exclusive of meal breaks, shall be an average of 38 hours per week and 7.6 hours per day, with a maximum of 8 hours per day.
- (b) Unless otherwise provided, the ordinary hours of duty of employees are to be worked on a maximum of five days of each week, on one of the following bases as determined by the employer after consultation with the employees concerned:
  - (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.
- (c) Notwithstanding the working hours arrangements recorded in clause 15.1(a), an employer and an employee or group of employees may agree that hours of work can exceed 8 hours on any day, to a maximum of 10 hours, thus enabling more than one rostered day off to be taken during a particular work cycle.
- (d) An employer, a relevant union/s and the majority of employees in the work section or sections concerned may agree for ordinary hours not exceeding twelve on any day to be worked subject to:
  - (i) the employer and the employee concerned being guided by the occupational health and safety provisions of the ACTU Code of Conduct on 12 hour shifts;
  - (ii) proper health monitoring procedures being introduced;

- (iii) suitable roster arrangements being made; and
- (iv) proper supervision being provided.
- (e) Different methods of working a 38 hour week may apply to individual employees, groups or sections of employees in each location concerned.
- (f) Rostered day off
  - (i) Where the arrangement of ordinary hours of work provides for a rostered day off, the employer and an individual employee and/or the majority of employees concerned may agree to accrue up to a maximum of five rostered days off. Consent to accrue rostered days off shall not be unreasonably withheld by either party.
  - (ii) Where such agreement has been reached, the accrued rostered days off shall be taken within 12 calendar months of the date on which each rostered day off was accrued.
- (g) Scheduled days off
  - (i) Unless prescribed elsewhere in this Section all employees whose ordinary hours of duty may be worked on days other than Monday to Friday shall be entitled to not less than two consecutive scheduled days off duty each week.
  - (ii) In lieu of two whole days off in each week, an employee may be allowed in each fortnightly period either one scheduled day off in one week and three consecutive scheduled days off in the other week or four consecutive scheduled days off.
  - (iii) Two consecutive scheduled days off, one at the end of one week and one at the beginning of the following week may be counted as meeting the requirements of clause 15.1(g)(i).

## **15.2 Shift work arrangements**

- (a) Employees covered by this Section may be required to perform shift work, subject to the following conditions:
  - (i) no afternoon or night shift shall be recognised as such unless the shift work operation is scheduled for at least four successive working afternoons and/or nights (where shifts in excess of 8 hours are worked) or at least five days (where shifts of 8 hours or less are worked);
  - (ii) where more than one shift of workers is employed they shall be changed if possible in weekly alteration or rotation; and
  - (iii) where an employer refuses to allow a changeover rotation of shifts, an employee who works on afternoon or night shift shall be paid \$0.25 an hour in addition to the shift allowance prescribed in clause 15.5(a).
- (b) Such shift work shall be worked in accordance with a roster mutually agreed between the employer and the majority of employees directly affected and/or the employees' representative.

## **15.3 Spread of ordinary hours of duty - day workers**

- (a) The spread of ordinary hours of duty for day workers shall be 0600 to 1800, Monday to Sunday, subject to the following conditions:



- (i) any arrangement of hours which includes a Saturday or Sunday as ordinary hours shall be subject to agreement between the employer and the employee or the majority of the employees involved;
  - (ii) the spread of hours may be altered by up to one hour at either end of the spread provided there is agreement between the employer and the majority of the employees in the plant or work section or sections involved; and
  - (iii) work performed outside the hours 0600 to 1800 shall be paid at overtime rates but may be deemed to be part of the ordinary hours of work.
- (b) The ordinary starting and finishing times of various groups of employees or individual employees may be staggered provided that there is agreement between the employer and the majority of employees concerned.
- (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 starting and finishing work including personal clean up will be in the employee's time, except in cases of very dirty work having been performed in polishing.

#### **15.4 Payment for working ordinary hours - day workers**

All ordinary hours of duty performed by a day worker within the ordinary spread of hours prescribed in clause 15.3 shall be paid for as follows:

- (a) Monday to Friday - ordinary time;
- (b) between 0000 and 2400 on a Saturday - time and one-half for the first 3 hours and double time thereafter;
- (c) between 0000 and 2400 on a Sunday - double time; and
- (d) between 0000 and 2400 on a public holiday - at the rate prescribed in clause 23.1.

#### **15.5 Payment for working ordinary hours - shift workers**

- (a) All employees who work an afternoon shift or night shift Monday to Friday, inclusive, are to be paid an additional allowance of 15% for all ordinary time worked on such shifts.
- (b) Subject to clause 15.5(c) all ordinary hours of duty worked by a shift worker on a weekend or a public holiday will be paid for as follows:
  - (i) between 0000 and 2400 on a Saturday - time and one-half;
  - (ii) between 0000 and 2400 on a Sunday - time and one-half; and
  - (iii) between 0000 and 2400 on a public holiday - at the rate prescribed in clause 23.1.
- (c) Where the ordinary night shift commences prior to midnight on Sunday, the time between the commencement of the ordinary night shift and midnight shall not be deemed to be work done on Sunday, and the ordinary night shift rate shall apply.

#### **15.6 Time checking**

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

## **16. Meal breaks**

### **16.1 Meal breaks - day workers**

- (a) Subject to clause 16.1(b), all day workers who work in excess of 5 hours on any day shall be allowed not less than 30 minutes and not more than 60 minutes for an unpaid meal break between the fourth and sixth hours of duty.
- (b) Clause 16.1(a) shall not apply to employees required by reason of their certificate of competency to remain in charge of an engine or boiler.
- (c) Where an employee is directed to work through their normal break the employee shall be paid at the rate of double time for all work so performed until a meal break of the usual duration can be taken or until the employee ceases work for the day.
- (d) Except in cases of emergency, no employee shall be required to work more than 6 hours without a break of the prescribed duration for a meal. This provision shall not apply to employees who are required by legislation to maintain constant vigil over plant or equipment when no relief is available.

### **16.2 Meal breaks - shift workers**

- (a) All shift workers shall be allowed not less than 30 minutes for a paid crib break with such break being taken at a time which maintains the continuity of work.
- (b) Where an employee is directed to work through their normal crib break the employee shall be paid at the rate of double time for all work so performed until a crib break of the usual duration can be taken or until the employee ceases work for the day.
- (c) Except in cases of emergency no employee shall be required to work more than 6 hours without a break of the prescribed duration for a meal. This provision shall not apply to employees who are required by legislation to maintain constant vigil over plant or equipment when no relief is available.

## **17. Rest pauses**

- (a) All employees are entitled to a paid rest pause of 10 minutes duration in the employer's time in the first and second half of the working day, subject to the following:
  - (i) a total of 10 minutes for an employee who works for more than 4 hours but less than 6 ordinary hours in any day; or
  - (ii) a total of 20 minutes for an employee who works for at least 6 ordinary hours in any day.
- (b) Where there is agreement between the employer and the majority of employees concerned the rest pauses may be combined into one 20 minute rest pause to be taken in the first part of the ordinary working day, with such 20 minute rest pause and the meal break arranged in such a way that the ordinary working day is broken up into three approximately equal working periods. Consent to combine the rest pauses shall not be unreasonably withheld by either party.
- (c) All rest pauses shall be taken at such times as will not interfere with the continuity of work where such continuity is necessary.

## **18. Overtime**

### **18.1 Overtime - general**

- (a) An employer may require an employee to work reasonable overtime and the employee shall work such reasonable overtime as required.
- (b) Each day is to stand by itself when overtime is being computed, except where an employee commences overtime on one day and continues to work such overtime into the next day.

### **18.2 Payment for overtime**

Except as provided elsewhere in this Section:

- (a) All authorised overtime worked by a day worker in excess of their ordinary daily hours of duty or outside their spread of ordinary working hours on any day, Monday to Friday, shall be paid at the rate of time and one-half for the first 3 hours and double time thereafter.
- (b) All authorised overtime worked by a day worker on a Saturday shall be paid at the rate of time and one-half for the first 3 hours and double time thereafter, with a minimum payment as for 3 hours' work.
- (c) All authorised overtime worked by a day worker on a Sunday shall be paid at the rate of double time, with a minimum payment as for 3 hours' work.
- (d) All authorised overtime worked by an employee on a public holiday shall be paid at the rate prescribed in clause 23.1.
- (e) All authorised overtime worked by a shift worker, other than on a public holiday, is to be paid for at the rate of double time.
- (f) Where an employee is required to report for overtime between midnight and 0600 they shall be paid at the rate of double time for all overtime so worked up to the ordinary starting time Monday to Friday and up to 0700 on Saturday.
- (g) The minimum payments provided in clauses 18.2(b) and (c) shall not apply where such overtime is performed immediately preceding or following ordinary hours.

### **18.3 Transport costs following overtime**

When an employee living more than 2 kilometres from the place of work, after having worked overtime or a shift which has not been regularly rostered, finishes work at a time when the customary means of transport is not available and is unable to arrange reasonable alternative means of transport, the employer shall provide the employee with suitable means of transport home or pay such expenses as are reasonably incurred by the employee in travelling to their home.

### **18.4 Recall to duty - generally**

- (a) Subject to clause 18.4(c) and (d), an employee having been recalled to perform duty after leaving the employer's business premises (whether notified before or after leaving the premises) shall be paid for the time worked at the appropriate rate, with a minimum payment as for 4 hours' work for each time so recalled.
- (b) Except in the case of unforeseen circumstances the employee will not be required to work the full 4 hours if the job for which the employee has been recalled is completed within a shorter period.
- (c) The minimum payment prescribed in clause 18.4(a) will not apply:

- (i) in cases where it is customary for an employee to return to the job site out of hours to perform a specific task; or
  - (ii) where the overtime worked is continuous (subject to prescribed meal breaks) with the completion or commencement of ordinary working hours.
- (d) The provisions of clauses 18.4(a), (b) and (c) do not apply to an employee who is required to report for emergency work, who is entitled to payment for such work from the time of leaving home until they return home from that work, with a minimum payment as for 2 hours work at overtime rates.

#### **18.5 Fatigue leave/rest period after overtime**

- (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 so that 10 consecutive hours off duty has not occurred shall be released after completion of such overtime until 10 consecutive hours off duty does occur without loss of pay for ordinary working time occurring during such absence.
- (b) If, on the instructions of the employer, an employee resumes or continues ordinary work without having had 10 consecutive hours off duty the employee shall be paid double rates until released from duty and shall then be entitled to be absent until 10 consecutive hours off duty has occurred without loss of pay for ordinary working time occurring during such absence.
- (c) The provisions of clause 18.5 shall apply to 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 purposes of changing shift rosters; or
  - (ii) when a shift worker does not report for duty; or
  - (iii) where a shift is worked by arrangement between the employees themselves.
- (d) Clause 18.5 does not apply to employees:
  - (i) who reside or remain on or about their place of work and are required to perform duties on an intermittent basis outside their ordinary hours of duty; or
  - (ii) who has been recalled to duty and the actual time worked is less than 3 hours on each of such recalls.

## **PART 6 - Leave of Absence and Public Holidays**

### **19. Annual leave**

Annual leave is provided for in Division 3 of the QES. Clauses 19.1 to 19.4 supplement the QES.

#### **19.1 Period of annual leave**

In lieu of the requirements prescribed at Sections 71EA(1)(b) and (6) of the Act, a continuous shift worker covered by this Section shall be entitled to 5 weeks annual leave.

#### **19.2 Payment for annual leave**

- (a) Subject to clause 19.2(c) an employee (other than a shift worker) proceeding on annual leave is entitled to receive the following payments:

- (i) an amount equal to the wage rate being paid to the employee immediately before the employee takes the leave for the period of such leave; and
  - (ii) a further amount equal to 17.5% of the wage rate payable to the employee for the period of such leave.
- (b) Subject to clause 19.2(c) a shift worker proceeding on annual leave is entitled to receive the following payment:
  - (i) an amount equal to the wage rate being paid to the employee immediately before the employee takes the leave for the period of such leave calculated according to the employee's roster or projected roster including shift, weekend or public holiday penalties; or
  - (ii) an amount equal to the wage rate being paid to the employee immediately before the employee takes the leave for the period of such leave, plus a further amount equal to 17.5% of the wage rate payable to the employee for the period of such leave, excluding any shift, weekend or public holiday penalties,whichever is the higher.
- (c) Leading hand allowances payable for ordinary time worked, and other all purpose payments as identified in this Section, shall be included in the wage rate used for calculating an employee's annual leave payment as set out in clauses 19.2(a) or (b).

### **19.3 Specific annual leave provisions applying to certain employees**

An emergency worker (except a continuous shift worker), who makes a specific agreement in writing with their employer to remain in readiness to do overtime work at all hours shall be allowed one week's additional paid leave exclusive of public holidays.

### **19.4 Annual close down**

- (a) 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 the section or sections concerned, the following provisions shall apply:
  - (i) by the giving of not less than 90 days' notice the employer may direct all employees in the section or sections concerned to take leave for the duration of the closedown and allow those who are not then qualified for sufficient annual leave to cover the period of the close down to take paid leave on a proportionate basis and to take such accumulated time off/rostered days off as may be available to the employee to apply towards the close down period.
  - (ii) all time during which an employee is stood down without pay for the purpose of clause 19.4(a)(i) shall count as service in the next 12 monthly qualifying period.
- (b) Notwithstanding clause 19.4(a), where there is agreement between the employer and the majority of employees concerned, the employer may close down its operations or a section or sections thereof on one additional occasion in any 12 month period for the purpose of allowing additional annual leave for a period agreed with its employees.

## **20. Personal leave**

- (a) Personal leave is provided for in Division 4 of the QES and covers:
  - (i) sick leave;

- (ii) carer's leave;
  - (iii) bereavement leave; and
  - (iv) cultural leave.
- (b) Clauses 20(c) and (d) supplement the QES.
- (c) In addition to the provisions of Subdivision 2 of Division 4 of the QES an employee's accumulated sick leave entitlements are preserved when:
- (i) the employee is absent from work on unpaid leave granted by the employer;
  - (ii) the employer or employee terminates the employee's employment and the employee is re-employed within three months;
  - (iii) 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.
- (d) An employee's sick leave continues to accrue whilst absent from work on paid leave granted by their employer.

## **21. Parental leave**

See clause 21 of Division 1 - Provisions with common application.

## **22. Long service leave**

- (a) Long service leave, including for casual employees, is provided for in Division 6 of the QES.
- (b) Portability of long service leave entitlements for local government employees is provided for in Division 2, Chapter 8 of the *Local Government Regulation 2010*.

## **23. Public holidays**

Public holidays are provided for in Division 7 of the QES. Clauses 23.1 to 23.3 supplement the QES provisions.

### **23.1 Payment for public holidays and for work on a public holiday**

- (a) An employee (other than a casual employee) who would normally work on a day on which a public holiday falls and who:
  - (i) is not required to work on that day, shall be paid for the ordinary hours the employee would normally have worked if that day had not been a public holiday;
  - (ii) is required to work on the public holiday shall, in addition to the payment prescribed in clause 23.1(a)(i), be paid at the rate of time and one-half for any hours worked, with a minimum payment as for 4 hours' work for the day.
- (b) An employee (including a casual employee) who would normally work on a day on which a public holiday falls and who performs authorised overtime outside the employee's ordinary working hours for that day shall be paid for such time at double the overtime rate prescribed in clause 18.2.

- (c) An employee (including a casual employee) who would not normally be required to work on a public holiday but who is required to work on that day shall be paid at the rate of double time and one-half for any hours worked, with a minimum payment as for 4 hours' work for the day.
- (d) The minimum payment provided in clauses 23.1(a) or (c) shall not apply where the work performed on the public holiday is immediately preceding or following ordinary hours.

### **23.2 Substitution**

- (a) Subject to statutory limitations (such as the time work may not be performed on Anzac Day) where there is agreement between the employer and an employee or employees, another ordinary working day may be substituted for a public holiday.
- (b) Where an employee is subsequently required to work on the substituted day they shall be paid at the rate prescribed in clause 23.1.

### **23.3 Employees who do not ordinarily work Monday to Friday of each week**

- (a) An employees (other than a casual employee) who does not ordinarily work Monday to Friday of each week is entitled to public holidays as follows:
  - (i) either payment for each public holiday or a substituted day's leave.
  - (ii) where a public holiday would have fallen on a Saturday or a Sunday (e.g. Australia Day) but is substituted for another day, all employees who would ordinarily have worked on such Saturday or Sunday but who are not rostered to work on such day are entitled to payment for the public holiday or a substituted day's leave.
- (b) Where Christmas Day falls on a Saturday or a Sunday and the public holiday is observed on another day, an employee required to work on Christmas Day (i.e. 25 December) is to be paid at the rate of double time.
- (c) For the purpose of clause 23.3(a) **payment for each public holiday and a substituted day's leave** means:
  - (i) for full-time employees, 7.6 hours at ordinary rates; and
  - (ii) for part-time employees, the number of ordinary hours normally worked on the same day of the week on which the holiday falls.
- (d) Nothing in clause 23.3 confers a right to any employee to payment for a public holiday as well as a substituted day in lieu.

## **24. Jury service**

See clause 24 of Division 1 - Provisions with common application.

## **25. Service leave**

See clause 25 of Division 1 - Provisions with common application.

## **PART 7 - Union Related Matters**

### **26. Union encouragement**

See clause 26 of Division 1 - Provisions with common application.

## 27. Union delegates

See clause 27 of Division 1 - Provisions with common application.

## 28. Trade union training leave

- (a) Subject to the conditions set out in clause 28(d), upon written application by an employee to an employer, such application being endorsed by the relevant union and giving to the employer at least one month's notice, the employee shall be granted up to five working days' leave (non-cumulative) on ordinary pay each calendar year to attend courses and seminars conducted by the union or specific training courses approved and accredited by the union.
- (b) Other courses mutually agreed between the union and an employer may be included under clause 28.
- (c) For the purposes of clause 28(a), **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.
- (d) The granting of such leave shall be subject to the following conditions:
  - (i) An employee must have at least 6 months' uninterrupted service with an employer prior to such leave being granted.
  - (ii) Unless agreed otherwise, the maximum number of ordinary hours of trade union training leave which an employer shall be required to grant each calendar year to employees covered by this Section will be as follows:

No. of employees engaged under this Section	No. of ordinary hours industrial relations education training per calendar year	Maximum absence at one time
up to 15	38 hours	1
16 up to 30	76 hours	2
31 up to 50	114 hours	3
51 or more	152 hours	4

- (iii) 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.
  - (iv) 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.
  - (v) Leave granted to attend courses will not incur additional payment if such course coincides with the employee's rostered day off in 38 hour week working arrangements or with any other concessional leave.
- (e) 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.
- (f) Paid trade union training leave will not affect other leave granted to employees under this Award.



## **29. Right of entry**

See clause 29 of Division 1 - Provisions with common application.

## **PART 8 - Transfers, Travelling, Camps and Equipment**

### **30. Provisions of general application**

- (a) Each employee covered by this Section shall start and cease work on the job at the usual commencing and finishing times and may be required to travel from work site to work site as directed by the employer.
- (b) An employee driving a vehicle supplied by the employer outside ordinary working hours at the direction of the employer for the purpose of transporting:
  - (i) other employees; and/or
  - (ii) goods, stores, provisions, tools or equipment on behalf of the employer,shall be deemed to be working and entitled to be paid overtime at the applicable overtime rate/s.
- (c) For purposes of clarity, nothing in clause 30(b) is designed to entitle an employee to overtime rates where the vehicle they might be driving is carrying goods, stores, provisions, tools or equipment owned by the employee or the employer as an incidental aspect of the journey.

### **31. Provisions applicable to depot, workshop or facility based employees**

- (a) Except as prescribed elsewhere in clause 31, no fares or travelling time shall be paid to a depot, workshop or facility (DWF) based employee who is engaged to work either permanently or principally at a depot, workshop or facility owned or operated by the employer.
- (b)
  - (i) A DWF based employee who, during the course of the working day, is required to work at a work site away from their permanent or principal depot, workshop or facility shall be transported to such work site by the employer in the employer's time.
  - (ii) In the event the employer does not provide transport and the employee is required to make their own way to the work site the employee shall be paid reasonable cost of fares by the most convenient public transport between such work sites or, where the employer requests the employee to use their own vehicle to effect such a transfer and the employee agrees to do so, be paid an allowance at the rate of \$0.77 per kilometre.
- (c)
  - (i) Subject to clause 31(d), a DWF based employee who is required by the employer to travel in their own time to a work site other than their permanent or principal depot, workshop or facility shall be transported by the employer from the permanent or principal depot, workshop or facility to the work site and return and the actual time occupied in such travelling, shall be paid for at ordinary rates.
  - (ii) In the event the employer does not provide transport and the employee is required to make their own way to the work site the employee shall also be paid reasonable cost of fares by the most convenient public transport between such sites or, where the employer requests the employee to use their own vehicle to effect such a transfer and the employee agrees to do so, be paid an allowance at the rate of \$0.77 per kilometre.
- (d)
  - (i) In lieu of the provisions set out in clause 31(c), an employee may agree with their employer to make their own way from their usual place of residence to the work site, rather than being required to report to the depot, workshop or facility. In such cases, the employee

shall be entitled to excess travelling time and distance calculated on the basis of the time taken and distance travelled by the employee between their usual place of residence and their depot, workshop or facility compared to the distance between their usual place of residence and the work site, and return.

- (ii) Any excess travelling time and distance is to be paid at the rates specified in clause 31(c)(i) and (ii).
- (e) For the purposes of clause 31, the word **principal** shall be interpreted to mean the depot, workshop or facility at which the employee spends the majority of their working hours.

### **32. Distant work - other than if living in a camp**

- (a) An employee required to travel to a locality at such distance from the employee's usual place of residence that the employee cannot reasonably return to that place each night shall be:
  - (i) provided with reasonable transport to and from such locality; and
  - (ii) reimbursed the actual and reasonable expenses for any meals and incidental expenses necessarily incurred by the employee while undertaking such travel; and
  - (iii) provided with reasonable board and accommodation or paid an allowance of \$390.60 per week (\$55.80 per day), which shall not be wages.
- (b) If the employee is required to travel to, or return from, the distant locality in their own time they shall be paid a maximum of 12 hours travelling time during any 24 hour period which shall be paid at ordinary rates, except on Sundays and public holidays when it shall be time and one-half.
- (c) An employee shall not be required to drive a vehicle in excess of 4 hours in their own time on any working day.
- (d) Where an employee is temporarily required to work at a location other than their usual or permanent work place involving excess travelling time and travel in their own time, they shall be paid at ordinary rates for all excess travelling time in excess of 20 minutes per day and any reasonable excess public transport costs associated with getting to and from the temporary location.
- (e) Where an employee is working at a job away from the employer's workshop or recognised place of business and is required to use their own transport travelling to or from such job in the employer's time, the employee shall be paid \$0.45 per kilometre travelled.

### **33. Change of employment location**

- (a) An employee:
  - (i) engaged in one locality and transferred to work temporarily in another; or
  - (ii) transferred to another work location other than at their own request from their usual locality to another for employment which can reasonably be regarded as permanent, involving a change of residence,

shall be paid travelling time whilst necessarily travelling between such localities and reasonable accommodation expenses (where no transitional accommodation is provided by the employer) for a period not exceeding three months.

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

than three months.

### **34. Camp allowance and camp accommodation**

- (a) Where for the performance of work it is necessary for an employee to live in a camp provided by the employer either:
  - (i) because there are no reasonable transport facilities to enable the employee to travel to and from home each day; or
  - (ii) because the employee is directed to live in the camp,the employee shall be paid a camping allowance of \$14.02 for each day (including Saturday and Sunday) the employee lives in camp.
- (b) When an employee lives in a camp during the week and returns home or is otherwise absent from camp for not more than two nights during the week, but does not absent themselves from the job for any of the ordinary working hours, they shall be paid the camping allowance for each of the normal working days.
- (c) The camp shall be provided free of charge by the employer with board and accommodation of a suitable standard.
- (d) For the purposes of this clause, whether board and accommodation is of a suitable standard is to be assessed against the "standard" set out in clauses 10.1, 10.2 or 10.3 (as may be applicable) in the *Local Government Employees (Excluding Brisbane City Council) Award - State 2003*.
- (e) In the event of any dispute about the standard of accommodation the matter shall be dealt with in accordance with the provisions of clause 7.2 of Division 1 of this Award.

### **35. Equipment, tools and amenities**

- (a) Each employer shall provide their employees with suitable accommodation for the preservation of the employees' tools and clothes.
- (b) The employer shall provide boiling water ready for meal times and rest pauses.
- (c) Where practicable suitable shelter shall be provided for all employees.
- (d) All employees shall be allowed such reasonable time as the employer deems necessary during working hours in each week to put their tools, benches and/or machines in order.
- (e) All precision tools over 300 millimetres in length, micrometers, verniers and dial indicators shall be provided by the employer.
- (f) Where it is customary to do so, all portable power tools, special tools, hammers, chisels, spanners, hacksaws, blades, scrapers, files, taps, dies, wrenches, pipe dies, clamps, jacks, tackle, heating appliances, handsaws, stocks, pipe grips (over 250 millimetres), saw files, snips, hand drills, rivet sets, cramps and parallel shank drills etc shall be provided by the employer.
- (g) Employees in maintenance work required to carry the employer's tools or spare parts continuously shall be provided with a suitable receptacle.

### **36. Workplace health and safety**

The use of personal protective clothing and equipment together with the relevant safety measures are to be followed at all times in accordance with the relevant legislation.

- (a) Repairs shall not be done in lifts, shafts or dangerous places of a similar nature whilst the same are in ordinary use.
- (b) An employee engaged in cutting out work with handsnips shall be relieved of such cutting for the rest of the day after a given period for given gauges as follows:

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

- (c) All poles over 10.5 metres in height except those carrying suspension wires only shall be stepped from that height upwards.
- (d) Employees who have to work on poles shall be provided with a ladder or tower wagon. If any such employee is left on a pole, there shall be within 90 metres a ladder or tower wagon. Hauling lines shall be supplied but climbers shall not be used.
- (e) Employees working in wet places shall be supplied by the employer with waterproof clothing and knee boots in good order and condition, and a suitable and safe place for drying wet clothing. A place shall be deemed to be "wet" when water other than rain is continually dropping from overhead so that the clothing of workers employed there will become saturated with water, or where there is water underfoot to a depth exceeding 5 centimetres, so that the feet of the workers employed there will become wet. No place shall be considered wet where workers are not actually working or where the wetness is caused by a jet or spraying of water.
- (f) Employees working on 200 volts and over, direct current, and on all alternating current live wires, shall, where required, be provided with the necessary insulating tools, rubber mats, or any other necessary protective appliances by their employer.
- (g) Employees emerying copper shall work no longer than one hour at any one time. There shall also be a break of 30 minutes after each such job.
- (h) The proportion of trainee electrical linespersons to certificated electrical linespersons shall not exceed one trainee electrical linesperson to every 4 certificated electrical linespersons in the employ of the employer.
- (i) An Electrician in Charge of Installation, Class I or II, shall not at any time be in charge of more than one self-contained electrical generating plant. A **self contained electrical generating plant** shall mean one electrical plant which contains one or more sets of prime movers or generators. An electrical motor is not to be regarded as a prime mover.

## PART 9 - Training and Related Matters

### 37. Workplace training

- (a) The parties to this Section recognise that in order to increase efficiency and productivity a greater commitment to learning and development is required.
- (b) Accordingly, the parties commit themselves to developing a more highly skilled and flexible workforce and providing employees with career opportunities through appropriate training to acquire additional skills and removing barriers to the use of skills acquired.

- (c) Within each agency, a consultative mechanism and procedures involving representatives of management, employees and relevant unions shall be established as determined by the employer, having regard to the size, structure and needs of that agency.
- (d) Following consultation, the employer shall develop a learning and development strategy consistent with:
  - (i) the current and future needs of the agency;
  - (ii) the size, structure and nature of the operations of the agency; and
  - (iii) the need to develop vocational skills relevant to the agency through courses conducted wherever possible by accredited educational institutions and providers.
- (e) Where it is agreed a training committee be established that training committee should be constituted by equal numbers of employer and employee representatives and have a charter which clearly states its role and responsibilities, for example:
  - (i) formulation of a training program and availability of training courses and career opportunities to employees;
  - (ii) dissemination of information on the training program and availability of training courses and career opportunities to employees;
  - (iii) the recommending of individual employees for training and reclassification;
  - (iv) monitoring and advising management and employees on the on-going effectiveness of the training.
- (f) Additional training
  - (i) Where, as a result of consultation or through a training committee and with the employee concerned, it is agreed that the additional training in accordance with the program developed pursuant to clause 37 should be undertaken by an employee, that training may be undertaken either on or off the job. If the training is undertaken during ordinary working hours the employee concerned shall not suffer any loss of pay. The employer shall not unreasonably withhold such paid training leave.
  - (ii) Any costs associated with standard fees for prescribed courses and prescribed textbooks (including those textbooks which are available in the employer's technical library) incurred in connection with the undertaking of training shall be reimbursed by the employer upon production of evidence of such expenditure. Reimbursement shall also be on an annual basis subject to the presentation of reports of satisfactory progress.
  - (iii) Travel costs incurred by an employee undertaking in accordance with clause 37 which exceed those normally incurred travelling to and from work shall be reimbursed by the employer.
- (g) Any disputes arising in relation to clause 37(e) shall be subject to the provisions of clause 7.1 in Division 1 of this Award.

## Division 4 - Section 2 - Schedule 1 (Classifications - Engineering and Electrical/Electronic Services)

Employees in this group are to be classified according to the level of competency they hold and are required to use in their work. The classification definitions provide descriptors of the nature of the work performed at each classification level. Where there is a query about the classification of an employee, their classification should be determined in accordance with the National Metal and Engineering Competency Standards Implementation Guide (Implementation Guide). A copy of the guide can be downloaded at [www.mskills.com.au](http://www.mskills.com.au).

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

The classification structure can be summarised as follows:

Classification levels	Classification title	Minimum training/requirement
<b>C1</b>	Professional engineer/Professional scientist	Degree
<b>C2(b)</b>	Principal technical officer	Advanced Diploma or equivalent and sufficient additional training so as to enable the employee to meet the requirements of the relevant classification definition and to perform work within the scope of this level.
<b>C2(a)</b>	Leading technical officer	Advanced Diploma or equivalent and sufficient additional training so as to enable the employee to meet the requirements of the relevant classification definition and to perform work within the scope of this level.
	Principal supervisor/Trainer/Coordinator	Advanced Diploma or equivalent of which at least 50% of the competencies are in supervision/training.
<b>C3</b>	Engineering associate/Laboratory technical officer - level II	Advanced Diploma of Engineering, or equivalent.
<b>C4</b>	Engineering associate/Laboratory technical officer - level I	80% towards an Advanced Diploma of Engineering, or equivalent.
<b>C5</b>	Advanced engineering/electrical tradesperson - level II	Diploma of Engineering - Advanced Trade, or equivalent.
	Engineering/Electrical/Laboratory technician - level V	Diploma of Engineering - Technical, or equivalent.
<b>C6</b>	Advanced engineering/electrical Tradesperson - level I	C10 + 80% towards a Diploma of Engineering - Advanced Trade, or equivalent.
	Engineering/Electrical/Laboratory technician - level IV	50% towards an Advanced Diploma of Engineering, or 85% towards a Diploma of Engineering - Technical, or equivalent.
<b>C7</b>	Engineering/Electrical/Manufacturing tradesperson - special class level II	Certificate IV in Engineering, or C10 + 60% towards a Diploma of Engineering, or equivalent.

Classification levels	Classification title	Minimum training/requirement
	Engineering/Electrical/Laboratory technician - level III	Certificate IV in Manufacturing Technology, provided that the minimum experience required for a Technology Cadet has been completed, or Certificate IV in Laboratory Techniques, or 45% towards an Advanced Diploma of Engineering, or 70% towards a Diploma of Engineering - Technical, or equivalent
<b>C8</b>	Engineering/Electrical/Manufacturing tradesperson - special class level I	C10 + 40% towards a Diploma of Engineering, or equivalent
	Engineering/Electrical/Laboratory technician-level II	40% towards an Advanced Diploma of Engineering, or 60% towards a Diploma of Engineering - Technical, or equivalent
<b>C9</b>	Engineering/Electrical/Manufacturing tradesperson - level II	C10 + 20% towards a Diploma of Engineering or equivalent
	Engineering/Electrical/Laboratory technician - level I	Certificate III in Engineering-Technician, or Certificate III in Laboratory Skills, or Certificate III in Manufacturing Technology, provided that the minimum experience required for a Technology Cadet has been completed, or 50% towards a Diploma of Engineering, or equivalent
<b>C10</b>	Engineering/Electrical/Manufacturing tradesperson - level I	Recognised Trade Certificate, or Certificate III in Engineering - Mechanical Trade, or Certificate III in Engineering - Fabrication Trade, or Certificate III in Engineering - Electrical/Electronic Trade, or equivalent
	Engineering/Electrical/Manufacturing systems employee - level V	Engineering Production Certificate III, or Certificate III in Engineering - Production Systems, or equivalent
<b>C11</b>	Engineering/Manufacturing employee - level IV	Engineering Production Certificate II, or Certificate II in Engineering - Production Technology, or Certificate II in Sampling and Measurement, or equivalent
	Laboratory tester	
<b>C12</b>	Engineering/Manufacturing employee - level III	Engineering Production Certificate I or Certificate II in Engineering, or equivalent
<b>C13</b>	Engineering/Manufacturing employee - level II	In-house training
<b>C14</b>	Engineering/Manufacturing employee - level I	Up to 38 hours induction training

Definitions for the purpose of determining classifications of employees in this group:

**or equivalent** means:

- any training which a registered training provider (e.g. TAFE) has recognised as equivalent to an accredited course which Manufacturing Skills Australia (MSA) recognises for this level. This can include advanced standing through recognition of prior learning and/or overseas qualifications; or
- where competencies meet the requirements set out in the MSA competency standards in accordance with the Implementation Guide.

**work within the scope of this level** means:

- for an employee who does not hold a qualification listed as a minimum training requirement, the employee shall apply skills within the enterprise selected in accordance with the Implementation Guide. Competencies selected must be MSA competency standards.
- where an employee has a relevant qualification recognised as a minimum training requirement for the level at which the employee seeks to be classified and the employee is exercising or will be required to exercise the skills and knowledge gained from that qualification necessary for that level of work, the employee shall be classified appropriately. It is up to the employer to demonstrate reasons for a qualification that is a recognised minimum training requirement not being regarded as relevant for an employee's work.

**Engineering associate** is a generic term which includes technical officers in a wide range of disciplines, including laboratories and quality assurance; drafting officers; planners and other para-professionals.

**Engineering streams** are the 3 broad engineering streams recognised within these classification definitions, namely:

- **Electrical/electronic stream** - includes the design, assembly, manufacture, installation, modification, testing, fault finding, commissioning, maintenance and service of all electrical and electronic devices, systems, equipment and controls, e.g., electrical wiring, motors, generators, programmable logic controllers (PLC) and other electronic controls, instruments, refrigeration, telecommunications, radio, and television, communication and information processing equipment.
- **Mechanical stream** - includes the design, assembly, manufacture, installation, modification, testing, fault finding, commissioning, maintenance and service of all mechanical equipment, machinery, fluid power systems, automotive mechanics, instruments, refrigeration, and the use of related computer controlled equipment, e.g., computer numeric controlled machine tools.
- **Fabrication/vehicle building stream** - includes fabrication, forging, carpentry, plumbing, founding, structural steel erection, electroplating, metal spinning, metal polishing, sheet metal work and the use of related computer controlled equipment. This includes fabrication in all metals, plastics, carbon fibre, composite materials, ceramics and other materials.

**Vocational fields** are the 5 vocational fields recognised within the classification structure of this group as follows:

- **Trade** includes an employee who possesses as a minimum qualification a trade certificate in any of the 3 engineering streams or a Certificate IV in Engineering, including higher engineering trades or special class trades.
- **Technical field** includes:
  - production planning, including scheduling, work study, and estimating materials, handling systems and like work;
  - technical work including inspection, quality control, supplier evaluation, laboratory, non-destructive testing, technical purchasing, and design and development work (prototypes, models, specifications) in both product and process areas and like work;
  - design and drafting and like work.
- **Engineering/Production field** includes employees primarily engaged in production work including production, distribution, stores and warehousing, but does not require a qualification in a trade, technical, professional or supervisory field.
- **Supervisor/Trainer/Coordinator field** includes employees who are:



- responsible for the work of other employees and/or provision of on-the-job training including coordination and/or technical guidance; or
  - responsible for supervision and/or training of other supervisors or trainers; or
  - responsible primarily for the exercise of technical skills, as defined, up to the level of their skill and competence and who are additionally involved in the supervision/training of other employees.
- **Professional field** includes an employee who possesses an academic qualification which enables that employee to become a graduate member of the Institute of Engineers, Australia or an academic qualification in science.

**Trainer/Supervisor/Coordinator - level I** is an employee who is responsible for the work of other employees and/or provision of structured on-the-job training. Such an employee has completed 9 modules of training in supervision and/or training. Despite the above definition, an employee who has not completed the specified training or equivalent for this level may enter this classification if they have 6 months' demonstrated performance at the relevant level of supervision.

**Trainer/Supervisor/Coordinator - level II** is an employee who is responsible for supervision and/or training of Trainers/Supervisors/Coordinators - level I. Such an employee has completed 15 modules of training in supervision and/or training. Despite the above definition, an employee who has not completed the specified training or equivalent for this level may enter this classification if they have 6 months' demonstrated performance at the relevant level of supervision until such times as competency standards for this level are finalised.

**Trainer/Supervisor/Coordinator - technical** is an employee who is responsible primarily for the exercise of skills in a technical field, as defined, up to the level of their skill and competence and who is additionally involved in the supervision/training of other technical employees.

Notes:

1. Indicative tasks for classification levels are to be used as a guide only in the event that the classification of an employee is called into question. Indicative tasks are tasks which an employee may perform in the relevant classification.
2. A Trainer/Supervisor/Coordinator - level 1 shall be paid not less than 122% of the highest rate paid to the highest technically qualified employee supervised or trained.
3. A Trainer/Supervisor/Coordinator - level 2 shall be paid not less than 115% of the highest rate paid to persons supervised or trained.

## C14

### Engineering/Production employee - level I

- Is an employee who is undertaking up to 38 hours' induction training which may include information on the enterprise, conditions of employment, introduction to supervisors and fellow workers, training and career path opportunities, plant layout, work and documentation procedures, occupational health and safety, equal employment opportunity and quality control/assurance.
- An employee at this level performs routine duties essentially of a manual nature and to the level of their training:
  - performs general labouring and cleaning duties;
  - exercises minimal judgement;
  - works under direct supervision; or
  - is undertaking structured training so as to enable them to work at the C13 level.
- This classification level shall not apply to employees who have previously completed up to three months' employment at this level. Such employees shall be classified at no lower than level C13.

## C13

### Engineering/Production employee - level II

- Is an employee who has completed up to three months' structured training so as to enable the employee to perform work within the scope of this level.
- An employee at this level performs work above and beyond the skills of an employee at C14 and to the level of their skills, competence and training:
  - works in accordance with standard operating procedures and established criteria;
  - works under direct supervision either individually or in a team environment;
  - understands and undertakes basic quality control/assurance procedures including the ability to recognise basic quality deviations/faults;
  - understands and utilises basic statistical process control procedures;
  - follows safe work practices and can report workplace hazards.
- Indicative tasks which an employee at this level may perform are:
  - repetition work on automatic, semi-automatic or single purpose machines or equipment;
  - assemble components using basic written, spoken and/or diagrammatic instructions in an assembly environment;
  - basic soldering or butt and spot welding skills or cutting scrap with an oxy-acetylene blow pipe;
  - use selected hand tools;
  - boiler cleaning;
  - maintain simple records;
  - use hand trolleys and pallet trucks;
  - assist in the provision of on-the-job training in conjunction with tradespersons and supervisors/trainers.

## C12

### Engineering/Production employee - level III

- Is an employee who possesses an Engineering Production Certificate I, or has completed an AQF Level I traineeship, or equivalent (including the use of 32 competency points from the Implementation Guide) so as to enable the employee to perform work within the scope of this level.
- An employee at this level performs work above and beyond the skills of an employee at C13 and to the level of their skills, competence and training:
  - is responsible for the quality of their own work subject to routine supervision;
  - works under routine supervision either individually or in a team environment;
  - exercises discretion within their level of skills and training;
  - assists in the provision of on-the-job training.
- Indicative tasks which an employee at this level may perform are:
  - operates flexibly between assembly stations;
  - operates machinery and equipment requiring the exercise of skill and knowledge beyond that of an employee at level C13;
  - non-trade engineering skills;
  - basic tracing and sketching skills;

- receiving, despatching, distributing, sorting, checking, packing (other than repetitive packing in a standard container or containers in which such goods are ordinarily sold), documenting and recording of goods, materials and components;
- basic inventory control in the context of a production process;
- basic keyboard skills;
- advanced soldering techniques;
- operation of machinery requiring certification at 1D or 1E level;
- operation of mobile equipment including industrial trucks and cranes;
- ability to measure accurately;
- assists one or more tradespersons;
- welding which requires the exercise of knowledge and skills above C13;
- erecting and/or installing television and other electronic impulse transmitting and/or receiving antennae;
- assists in the provision of on-the-job training in conjunction with tradespersons and supervisors/trainers.

## C11

### Engineering/Production employee - level IV

- Is an employee who possess an Engineering Production Certificate II, or has completed an AQF Level II Traineeship, or equivalent (including the use of 64 competency points from the Implementation Guide) so as to enable the employee to perform work within the scope of this level.
- An employee at this level performs work above and beyond the skills of an employee at C12 and to the level of their skills, competence and training:
  - works from complex instructions and procedures;
  - assists in the provision of on-the-job training;
  - coordinates work in a team environment or works individually under general supervision;
  - is responsible for assuring the quality of their own work.
- Indicative tasks which an employee at this level may perform are:
  - uses precision measuring instruments;
  - machine setting, loading and operation;
  - rigging (certificated);
  - inventory and store control including licensed operation of all appropriate materials handling equipment;
  - use of tools and equipment within the scope (basic non-trades) maintenance;
  - computer operation at a level higher than that of an employee at C12 level;
  - intermediate keyboard skills;
  - basic engineering, fault finding and repair skills;
  - perform basic quality checks on the work of others;
  - licensed and certified for industrial truck, machinery and/or crane operating to a level higher than C12;
  - has a knowledge of the employer's operation as it relates to the work process;
  - lubrication of production machinery and similar equipment;
  - assists in the provision of on-the-job training in conjunction with tradespersons and supervisors/trainers;
  - in addition to the primary task of assisting tradespersons, is required, as a minor part of their duties, to drive a vehicle (over 1.27t) used in connection with the work of a work team;
  - delivery, installation, adjustment and testing of electronic products, not requiring the skill of a tradesperson.

## C10

### Engineering tradesperson - level I

- Is an employee who:
  - holds a trade certificate (through the completion of an AQF Level III apprenticeship) or tradespersons' rights certificate (through recognition by Trades Recognition Australia or Training and Employment Recognition Council) as an Engineering tradesperson (any stream) - level I or equivalent; and
  - is able to exercise the skills and knowledge of the engineering trade so as to enable the employee to perform work within the scope of this level.
- An Engineering tradesperson - level I works above and beyond an employee at C11 and to the level of their skills, competence and training:
  - operates lifting equipment incidental to their work;
  - performs non-trade tasks incidental to their work;
  - performs work under limited supervision either individually or in a team environment;
  - understands and applies quality control techniques;
  - exercises discretion within the scope of this classification level;
  - exercises keyboard skills at a level higher than C11;
  - able to inspect products and/or materials for conformity with established operational standards;
  - exercises good interpersonal and communications skills;
  - performs work which while primarily involving the skills of the employee's trade is incidental or peripheral to the primary task and facilitates the completion of the whole task. Such incidental or peripheral work would not require additional formal technical training.

### Production systems employee

- Is an employee who, while still being primarily engaged in Engineering/Production work applies the skills acquired through the successful completion of a Certificate Level III qualification or equivalent (including the use of 96 competency points from the Implementation Guide) in the production, distribution, or stores functions.
- A Production systems employee is an employee who possess an Engineering Production Certificate III, or has completed an AQF Level III traineeship or equivalent so as to enable the employee to perform work within the scope of this level.
- A Production systems employee works above and beyond an employee at C11 and to the level of their skills, competence and training undertakes Engineering tradesperson - level I requirements (iii) - (viii).
- Indicative tasks which an employee at this level may perform are:
  - approves and passes first off samples and maintains quality of product;
  - works from production drawings, prints or plans;
  - operates, sets up and adjusts all production machinery in a plant including production process welding to the extent of training;
  - can perform a range of engineering maintenance functions including;
  - removing equipment fastenings including use of destructive cutting equipment;
  - lubrication of production equipment;
  - running adjustments to production equipment;
  - able to operate all lifting equipment;

- basic production scheduling and materials handling within the scope of the production process or directly related functions within raw materials/finished goods locations in conjunction with technicians;
- understands and applies computer techniques as they relate to production process operations;
- operation of machinery requiring certification at 1A or 2A levels;
- high level stores and inventory responsibility beyond the requirements of an employee at C11;
- assists in the provision of on-the-job training in conjunction with tradespersons and trainers;
- has a sound knowledge of the employer's operations as it relates to the production process.

## C9

### Engineering tradesperson - level II

- Is an Engineering tradesperson (any stream) - level II who has completed the following training requirements:
  - 3 appropriate modules in addition to the training requirements of C10 level; or
  - 3 appropriate modules towards a Diploma; or
  - 6 appropriate modules towards an Advanced Diploma; or
  - equivalent (including the use of 12 competency points from the Implementation Guide beyond the C10 classification).
- An Engineering tradesperson - level II works above and beyond a tradesperson at C10, to the level of their skills and competence and training performs work within the scope of this level and:
  - undertakes Engineering tradesperson - level I requirements (i) - (v); and
  - provides trade guidance and assistance as part of a work team.

### Engineering technician - level I

- Is an employee who has the equivalent level of training of a C9 Engineering tradesperson or equivalent so as to enable the employee to apply skills within the scope of this level. The skills exercised by the Engineering technician level I are in the technical fields as defined by this Award including drafting, planning or technical tasks requiring technical knowledge.
- At this level the employee is engaged on routine tasks in the technical fields.

## C8

### Engineering tradesperson - special class level I

- A Special class engineering tradesperson - level I means a:
  - Special class engineering tradesperson (any stream) - level I; or
  - Higher engineering tradesperson,who has completed the following training requirement:
  - 6 appropriate modules in addition to the training requirements of C10 level; or
  - 6 appropriate modules towards a Diploma; or
  - 6 appropriate modules towards an Advanced Diploma;
  - a Higher Engineering Tradesperson apprenticeship; or
  - equivalent (including the use of 24 competency points from the Implementation Guide beyond the requirements of C10).

- An Engineering tradesperson special class - level I works above and beyond a tradesperson at C9, to the level of their skills, competence and training performs work within the scope of this level and:
  - undertakes Engineering tradesperson - level I requirements (i) - (iii);
  - provides trade guidance and assistance as part of a work team;
  - assists in the provision of training in conjunction with supervisors and trainers; and
  - understands and implements quality control techniques.

#### Engineering technician - level II

- Is an employee who has the equivalent level of training of a C8 Engineering tradesperson special class - level I or equivalent so as to enable the employee to apply skills within the scope of this level. The skills exercised by the Engineering technician level II are in the technical fields as defined by this Award including drafting, planning or technical tasks requiring technical knowledge.
- At this level the employee is required to exercise judgement and skill in excess of that required at C9 under the supervision of technical or professional employees.
- Indicative tasks which an employee at this level may perform are:
  - exercises high precision trade skills using various materials and/or specialist techniques;
  - performs operations on a CAD/CAM terminal in the performance of routine modifications to NC/CNC programs;
  - installs, repairs, maintains, tests, modifies, commissions and/or fault finds on complex machinery and equipment which utilises hydraulic and/or pneumatic principles and in the course of such work, is required to read and understand hydraulic and pneumatic circuitry which controls fluid power systems;
  - works on complex or intricate circuitry which involves examining, diagnosing and modifying systems comprising inter-connected circuits.

### C7

#### Engineering tradesperson - special class level II

- A Special class engineering tradesperson - level II means a Special class engineering tradesperson (any stream) - level II who has completed the following training requirement:
  - 3 appropriate modules in addition to the requirements of C8 level; or
  - 9 appropriate modules towards an Advanced Certificate; or
  - 9 appropriate modules towards an Associate Diploma;
  - an AQF Level 4 Certificate; or
  - equivalent (including the use of 36 competency points from the Implementation Guide beyond the requirements of C10).
- An Engineering tradesperson - special class level II works above and beyond a tradesperson at C8, to the level of their skills, competence and training performs work within the scope of this level and:
  - undertakes Engineering tradesperson - level I requirements (i) - (iv);
  - provides trade guidance and assistance as part of a work team; and
  - provides training in conjunction with supervisors and trainers.

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

#### Engineering technician - level III

- Is an employee who has the equivalent level of training of a C7 - Engineering tradesperson special class level II or equivalent so as to enable the employee to apply skills within the scope of this level. The skills exercised by the Engineering technician level III are in the technical fields as defined by this Award including drafting, planning or technical tasks requiring technical knowledge.
- At this level the employee is engaged in detail drafting and/or planning or technical duties requiring judgement and skill in excess of that required of a technician at C8 under the supervision of technical or professional employees.
- Indicative tasks which an employee at this level may perform are:
  - works on machines or equipment which utilise complex mechanical, hydraulic and/or pneumatic circuitry and controls or a combination thereof;
  - works on machinery or equipment which utilises complex electrical/electronic circuitry and controls;
  - works on instruments which make up a complex control system which utilises some combination of electrical electronic, mechanical or fluid power principles;
  - applies advanced computer numerical control techniques in machining or cutting or welding or fabrication;
  - exercises intermediate CAD/CAM skills in the performance of routine modifications to programs;
  - works on complex or intricate interconnected electrical circuits at a level above C8;
  - works on complex radio/communication equipment.

### C6

#### Advanced engineering tradesperson - level I

- means an Advanced engineering tradesperson (any stream) - level I who has completed:
  - 12 appropriate modules of a Diploma; or
  - 12 appropriate modules of an Advanced Diploma; or
  - equivalent (including the use of 48 competency points from the Implementation Guide beyond the requirements of C10).
- An Advanced engineering tradesperson - level I works above and beyond a tradesperson at C7, to the level of their skills, competence and training performs work within the scope of this level and:
  - undertakes Engineering tradesperson - level I requirements (i) - (iii) and (v);
  - undertakes Engineering tradesperson - special class level I requirements (i) and (ii);
  - undertakes quality control and work organisation at a level higher than for C7; and
  - prepares reports of a technical nature on specific tasks or assignments.

#### Engineering technician - level IV

- Is an employee who has the equivalent level of training of a C6 - Advanced engineering tradesperson level I or equivalent so as to enable the employee to apply skills within the scope of this level. The skills exercised by the Engineering technician level IV are in the technical fields

as defined by this Award including drafting, planning or technical tasks requiring technical knowledge.

- At this level the employee is engaged in detail drafting and/or planning and/or technical duties requiring judgement and skill in excess of that required of a technician at C7 under the supervision of technical and/or professional employees.
- Indicative tasks which an employee at this level may perform are:
  - works on combinations of machines or equipment which utilises complex electronic, mechanical and fluid power principles;
  - works on instruments which make up a complex control system which utilise some combination of electrical, electronic, mechanical, fluid power principles and electronic circuitry containing complex analogue and/or digital control systems utilising integrated circuitry;
  - applies computer integrated manufacturing techniques involving a higher level of computer operating and programming skills than for C7;
  - works on various forms of machinery and equipment which are electronically controlled by complex digital and/or analogue control systems using integrated circuitry.

## C5

### Advanced engineering tradesperson - level II

- means an Advanced engineering tradesperson (any stream) - level II who has completed:
  - a Diploma; or
  - 15 modules or 2nd year part-time of an Advanced Diploma; or
  - equivalent (including the use of 60 competency points from the Implementation Guide beyond the requirements of C10).
- An Advanced engineering tradesperson - level II works above and beyond a tradesperson at level C6 and, to the level of their skills, competence and training, performs work within the scope of this level and:
  - undertakes Engineering tradesperson - level I requirements (i) and (ii);
  - provides technical guidance or assistance within the scope of this level;
  - assists in the provision of on-the-job training in conjunction with supervisors and trainers;
  - prepares reports of a technical nature on tasks or assignments within the employee's skills and competence;
  - has an overall knowledge and understanding of the operating principle of the systems and equipment on which the tradesperson is required to carry out their task.

### Engineering technician - level V

- Is an employee who has the equivalent level of training of a C5 - Advanced engineering tradesperson level II or equivalent so as to enable the employee to apply skills within the scope of this level. The skills exercised by the Engineering technician level V are in the technical fields as defined by this Award including drafting, planning or technical tasks requiring technical knowledge.
- At this level the employee is required to exercise judgement and skill in excess of that required at level C6.
- Indicative tasks which an employee at this level may perform are:



- through a systems approach able to exercise high level diagnostic skills on complex forms of machinery, equipment and instruments which utilises some combination of electrical, electronic, mechanical or fluid power principles;
- set up, commission, maintain and operate sophisticated maintenance, production and test equipment and/or systems involving the application of computer operating skills at a higher level than a C6;
- works on various forms of machinery and equipment electronically controlled by complex digital and/or analogue control systems using integrated circuitry;
- works on complex electronics or instruments or communications equipment or control systems which utilise electronic principles and electronic circuitry containing complex analogue and/or digital control systems using integrated circuitry.

## C4

### Engineering associate - level I

- An Engineering associate - level I means an employee who works above and beyond an Engineering technician at level C5 and has successfully completed the 3rd year part-time (or 22 modules) of an Advanced Diploma or equivalent and is engaged in:
  - making of major design drawings or graphics or performing technical duties in a specific field of engineering, laboratory or scientific practice such as research design, testing, manufacture, assembly, construction, operation, diagnostics and maintenance of equipment facilities or products, including computer software, quality processes, occupational health and safety and/or standards and plant and material security processes and like work; or
  - planning of operations and/or processes including the estimation of requirements of staffing, material cost and quantities and machinery requirements, purchasing materials or components, scheduling, work study, industrial engineering and/or materials handling process.

## C3

### Engineering associate - level II

- An Engineering associate - level II means an employee who works above and beyond an Engineering associate at level C4 and has successfully completed an Advanced Diploma or the equivalent level of accredited training and is engaged in:
  - performing drafting, or planning or technical duties which require the exercise of judgement and skill in excess of that required by an Engineering associate at level C4; or
  - possesses the skills of an Engineering associate - level I in a technical field and exercises additional skills in a different technical field, as defined.

## C2(a)

### Leading technical officer

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

Principal engineering trainer/supervisor/coordinator

- Principal engineering trainer/supervisor/coordinator means a Trainer/supervisor/ coordinator who has completed an Advanced Diploma of which 15 modules are supervision/training modules or equivalent and who when engaged at this level:
  - possesses a sound knowledge of occupational health and safety, industrial relations, and communications processes and is able to use this knowledge in training and leading the work of others;
  - possesses a general knowledge and awareness of the administrative, business, and marketing strategies of the enterprise;
- Indicative tasks which an employee at this level may perform are:
  - plans, writes and delivers training programs for all engineering/production employees, apprentices, trainees, trade and lower technical levels;
  - plans and directs the work of engineering/production employees especially in new work organisation environments, e.g., group work arrangements, CIM production techniques.

**C2(b)**

Definition/descriptors/indicative tasks have not been established for this level.

## **Division 4 - Section 2 - Schedule 2 - Procedures for Classification and Reclassification of Engineering and Electrical/Electronic Employees**

### **S2.1 Procedures for classification and reclassification**

- (a) The procedures for classifying or reclassifying employees under this Section are set out in the National Metal and Engineering Competency Standards Implementation Guide distributed by Manufacturing Skills Australia (MSA).
- (b) Without detracting from any of the processes set out in Schedule 4 any disputes in relation to classification or reclassification, including disputes relating to the terms of the Implementation Guide, shall be handled in accordance with the grievance and dispute settling procedure in clause 7.1 of Division 1 of this Award.
- (c) It shall be a term of the Award that where there is agreement to implement the standards at the enterprise, or in the event that the classification of an employee is called into question, the issue shall be settled by the application of competency standards in accordance with this clause and the Implementation Guide or by reference to the minimum training requirement in the relevant classification definition, except as provided in clauses S2.1(d) and (e).
- (d) Where the employee has a relevant qualification recognised as a minimum training requirement for the level at which the employee seeks to be classified and the employee is exercising or will be required to exercise the skills and knowledge gained from that qualification necessary for that level of work the employee shall be classified appropriately. It is up to the employer to demonstrate reasons for a qualification that is a recognised minimum training requirement not being regarded as relevant for an employee's work.
- (e) Where skill standards have not been finalised in respect of any class of work and this is necessary for determining an employee's classification, the employee shall be classified in accordance with the classification definitions at Schedule 3 of this Section.
- (f) All employees engaged under the Award at the relevant classification levels shall be subject to the metal and engineering competency standards.
- (g) Other provisions to be followed where competency standards are being implemented in an enterprise:
  - (i) Management and employee representatives responsible for overseeing the implementation of competency standards within enterprises shall be given access to briefing and/or training courses on the standards prior to implementation.
  - (ii) Such briefings/training courses on the metal and engineering competency standards and Implementation Guide should be approved by MSA. These briefings/training courses can be either a joint briefing delivered by the parties or by one party with the approval of other relevant parties at the enterprise or an approved course delivered by a MSA recognised provider with the approval of the relevant parties at the enterprise level.
  - (iii) The above does not exclude the delivery of additional training or advice by the parties or MSA to enterprises.
- (h) Points

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

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

and in accordance with Table 2 in the Implementation Guide.

- (i) Facilitation of implementation - If any party to this Award initiates a meeting at industry level in relation to major concerns about implementation of standards, including the application of points as set out in clause S2.1(h), the following procedure shall apply:
  - (i) if the major concerns involve problems at enterprise level the implementation process shall be suspended at those enterprises and there shall be no industrial action in relation to the problem;
  - (ii) officials of the relevant industry parties shall meet immediately to attempt to resolve the concerns.
  - (iii) where necessary, arrangements shall be made for an assessment and report by experts representing the relevant industry parties, or a representative of MSA;
  - (iv) the relevant industry parties shall consider the experts' report/s and agree on a course of action to resolve the concerns of the initiating party. A record of any agreement will be forwarded to the relevant enforcement agency such as the Department of Justice and Attorney-General;
  - (v) if the concerns are not resolved any party may pursue any available course of action under the Act.

## Division 4 - Section 2 - Schedule 3 - Phasing in of wage rates of employees - Engineering and Electrical/Electronic Employees

### S3.1 Phasing in of wage rate of employees without relevant work experience

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

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

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

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

### S3.2 Work experience (Technicians)

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

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

<b>Years of Relevant Work Experience</b>	<b>Percentage of Relevant Rate of Pay</b>
0	83
1	88
2	95
3	100

## **Division 4 - Section 3 - Nursing Services**

### **PART 1 - Coverage and Operation**

#### **1. Coverage of Section 3 of Division 4**

This Section covers local government employees engaged in the delivery of nursing services in one of the classifications defined in Schedule 1.

#### **2. Operation and transitional arrangements**

See clause 2 of Division 1 - Provisions with common application.

#### **3. Definitions and interpretation**

(a) Definitions with common application are contained in clause 3 of Division 1.

(b) In this Section, unless the context otherwise requires:

**afternoon shift** means a shift other than a night shift that commences at or after 1200

**aged care residential facility** means a facility for the care of aged people providing residential care as defined by the *Aged Care Act 1997* (Cth)

**night shift** means a shift commencing at or after 1800 or before 0730, the major portion of which is worked between 1800 and 0730

**union** means the following industrial organisation of employees in accordance with its callings:

- Queensland Nurses' Union of Employees (QNU)

#### **4. Coverage of the 2017 QLGIA**

See clause 4 of Division 1 - Provisions with common application.

#### **5. Queensland Employment Standards and this Award**

See clause 5 of Division 1 - Provisions with common application.

#### **6. Enterprise flexibility and facilitative award provisions**

See clause 6 of Division 1 - Provisions with common application.

### **PART 2 - Dispute Resolution**

#### **7. Dispute resolution**

See clause 7 of Division 1 - Provisions with common application.

## **PART 3 - Types of Employment, Consultation and Termination of Employment**

### **8. Types of employment**

- (a) A nursing services employee may be employed on a full-time, part-time or casual basis.
- (b) Employees shall be advised of the basis of their employment in writing upon appointment.

#### **8.1 Full-time employment**

A full-time nursing services employee is one who is engaged to work an average of 38 ordinary hours per week.

#### **8.2 Part-time employment**

- (a) A part-time nursing services employee is an employee who:
  - (i) is employed for a minimum of 16 hours per fortnight and a maximum of 76 ordinary hours per fortnight;
  - (ii) is rostered to work a minimum of 3 hours on each shift; and
  - (iii) receives, on a *pro rata* basis, the same pay and conditions of employment to those of an equivalent full-time employee who performs the same kind of work.
- (b) At the time of engagement, the employer and the employee will agree in writing on the minimum number of ordinary hours to be worked per fortnight.
- (c) For each ordinary hour worked a part-time employee shall be paid no less than 1/38th of the minimum weekly rate of pay for their classification.
- (d) By mutual agreement with their employer and recorded in writing, a part-time employee may elect to work additional ordinary hours above their regular hours, up to and including full-time equivalent hours. The additional hours so worked are also to be taken into account in the *pro rata* calculation of all entitlements.
- (e) All time worked by a part-time employee in excess of the agreed hours on any one day or outside the spread of ordinary hours prescribed in clause 15.1, is to be paid at the appropriate overtime rate prescribed in clause 18.1 or taken as time off in lieu in accordance with clause 18.2.
- (f) In the event of changed dependency of residents in an aged care residential facility which makes it necessary for the employer to reduce the working hours of a part-time employee, the employer may reduce the working hours of the part-time employee provided that 4 weeks' notice is given.

#### **8.3 Casual employment**

- (a)
  - (i) A casual nursing services employee is an employee who is engaged and paid as such.
  - (ii) A casual employee cannot be employed to work more ordinary hours than are worked by an equivalent full-time employee each week or fortnight, as the case may be.
- (b) A casual employee is entitled to receive, on a *pro rata* basis, the same pay and conditions of employment, other than leave entitlements, to those of an equivalent full-time employee who performs the same kind of work.



- (c) For each ordinary hour worked a casual employee shall be paid no less than 1/38th of the minimum weekly rate of pay for their classification plus a casual loading of 23%.
- (d) Each casual engagement stands alone, with a minimum payment as for 2 hours' work made in respect to each engagement.
- (e) The casual loading shall not be compounded by penalties contained within this Section. Penalties shall be calculated on the base rate of pay, excluding the casual loading, with the casual loading component of 23% then added on to the penalty rate of pay.

## **9. Termination of employment**

See clause 9 of Division 1 - Provisions with common application.

## **10. Redundancy**

See clause 10 of Division 1 - Provisions with common application.

## **11. Consultation - Introduction of changes**

See clause 11 of Division 1 - Provisions with common application.

# **PART 4 - Minimum Wage and Salary Levels, Allowances and Related Matters**

*(Note: The wage rates and salary levels prescribed in this Award do not apply to employees to whom the provisions of Schedule 2 in Division 1 (Supported Wage System) apply.)*

## **12. Classifications and minimum wage and salary levels**

- (a) Employees covered by Section 3 of Division 4 are to be classified into an appropriate classification and level in accordance with the classification structure set out in Schedule 1 in this Section and paid the appropriate salary level as set out in clause 12(e).

### **(b) Progression through grades**

Progression for all classifications for which there is more than one paypoint will be by annual movement to the next paypoint, or in the case of a part-time or casual employee 1976 hours of experience, having regard to the acquisition and use of skill described in the definitions contained in Schedule 1 of this Section.

### **(c) Classification levels**

- from the date of application of this Award to their employment in accordance with section 824 of the Act, all nursing employees will be:
  - classified into the appropriate classification and wage level as prescribed in Schedule 1, Part A - Definitions and position descriptors, in accordance with the translation table below; and
  - paid at the wage level assigned to their classification and wage level as prescribed in clause 12(e) in this Section.

Existing classification level			New classification level
Nurses Aged Care Award - State 2005	Nurses Award - State 2005	Nurses Domiciliary Services Award - State 2004	Queensland Local Government Industry Award - State 2017
Assistant Nurse: Entry Level 1.1	Assistant in Nursing - crèches & kindergartens: 1st year (junior) 2nd year (junior) 3rd year (junior) 4th year 5th year		Assistant in nursing - level 1.1
Assistant Nurse - Level 1.2			Assistant in nursing - level 1.2
Assistant Nurse - Level 2.1			Assistant in nursing - level 2.1
Assistant Nurse - Level 2.2			Assistant in nursing - level 2.2
Assistant Nurse - Level 3			Assistant in nursing - level 3
Enrolled Nurse: Level 1.1 Level 1.2 Level 1.3(a) Level 1.3(b) Level 2.1		Enrolled Nurse: Year 1 Year 2 Year 3 Year 4 Year 5	Enrolled nurse - level 1.1
Enrolled Nurse - Level 2.2			Enrolled nurse - level 1.2
Registered Nurse - Level 1.1	Occupational Health Nurse Grade 1: 1 <sup>st</sup> year 2 <sup>nd</sup> year 3 <sup>rd</sup> year Occupational Health Nurse Grade 2: 1 <sup>st</sup> year 2 <sup>nd</sup> year 3 <sup>rd</sup> year	Registered Nurse Level 1: Grade 1 Grade 2	Registered nurse - level 1.1
Registered Nurse - Level 1.2	Occupational Health Nurse Grade 1: 4 <sup>th</sup> year Occupational Health Nurse Grade 2: 4 <sup>th</sup> year 5 <sup>th</sup> year	Registered Nurse Level 1: Grade 3 Grade 4	Registered nurse - level 1.2
Registered Nurse - Level 1.3	Occupational Health Nurse Grade 2: 6 <sup>th</sup> year 7 <sup>th</sup> year	Registered Nurse Level 1: Grade 5 Grade 6	Registered nurse - level 1.3
Registered Nurse - Level 1.4	Occupational Health Nurse Grade 2: 8 <sup>th</sup> year	Registered Nurse Level 1: Grade 7 Grade 8	Registered nurse - level 1.4
Registered Nurse - Level 2.1		Registered Nurse Level 2: Grade 1 Grade 2 Branch Supervisor - supervising up to 8	Registered nurse - level 2.1

Existing classification level			New classification level
Nurses Aged Care Award - State 2005	Nurses Award - State 2005	Nurses Domiciliary Services Award - State 2004	Queensland Local Government Industry Award - State 2017
Registered Nurse - Level 2.2		Registered Nurse Level 2: Grade 3 Grade 4 Branch Supervisor - supervising over 8	Registered nurse - level 2.2
Registered Nurse - Level 3.1		Registered Nurse Level 3: Grade 1 Grade 2	Registered nurse - level 3.1
Registered Nurse - Level 3.2		Registered Nurse Level 3: Grade 3 Grade 4 Nursing Supervisor	Registered nurse - level 3.2
Registered Nurse - Level 4, Grade 1		Registered Nurse - Level 4, Grade 1	Registered nurse - level 4, grade 1
Registered Nurse - Level 4, Grade 2		Registered Nurse - Level 4, Grade 2	Registered nurse - level 4, grade 2
Registered Nurse - Level 4, Grade 3		Registered Nurse - Level 4, Grade 3	Registered nurse - level 4, grade 3
Registered Nurse - Level 5, Grade 1		Registered Nurse - Level 5, Grade 1	Registered nurse - level 5, grade 1
Registered Nurse - Level 5, Grade 2		Registered Nurse - Level 5, Grade 2	Registered nurse - level 5, grade 2
Registered Nurse - Level 5, Grade 3		Registered Nurse - Level 5, Grade 3	Registered nurse - level 5, grade 3
Registered Nurse - Level 5, Grade 4		Registered Nurse - Level 5, Grade 4	Registered nurse - level 5, grade 4
		Registered Nurse - Level 5, Grade 5	Registered nurse - level 5, grade 5
		Registered Nurse - Level 5, Grade 6	Registered nurse - level 5, grade 6

**(d) Total experience to count**

- For the purpose of determining the rate of wages payable, an employee will be given credit for all previous continuous nursing service.
- Previous service includes time spent as a nursing employee in obtaining additional nursing certificates other than the General Nursing Certificate.
- In calculating continuous nursing service for the purpose of the provision immediately above, any period of service (other than time spent as a nursing employee on full pay in obtaining additional nursing certificates) prior to an absence of over 3 years from nursing duties covered by a relevant nursing Award or relevant nursing enterprise agreement will not be taken into account.
- An employee working less than 376 hours of service per year may undertake an assessment, approved by the employer and the QNU, to retain the employee's current years' of service classification.
- On termination of employment each employee must be given a signed and dated certificate setting out the duration of employment at that facility, capacity of employment, details of any

advancement (or reversal of advancement) in grade and, in the instance of part-time and casual employees, the total hours worked.

- Any employee unable to provide proof of previous experience within four weeks of engagement will be paid at the appropriate rate of pay for the first year of service or the year to which proof of experience is provided for the class of employee so appointed. Wages will continue at this rate of pay until proof of previous experience is provided to the employer or until such time as service has been accumulated to warrant payment at a higher rate. Where proof of previous experience is not provided within four weeks of engagement, wages will continue to be paid at that rate of pay until such time as further proof of previous experience is provided to the employer and only then will the higher rate become payable from the date the proof of experience was supplied. The employer will advise the employee of this requirement at the time of engagement.
- Subject to proof of previous experience being provided within four weeks, the employer must adjust previous payments back to the date of commencement.

(e) **Minimum wage levels**

The minimum wage and salary levels for employees covered by this Section of the Award are to be as set out in the table below:

Classification	Level	As from 1 September 2016 Award Rate <sup>1</sup> Per Week \$ <sup>2</sup>
Assistant in nursing - level 1	Paypoint 1	777.50
	Paypoint 2	788.50
Assistant in nursing - level 2	Paypoint 1	802.00
	Paypoint 2	817.50
Assistant in nursing - level 3		842.00
Enrolled nurse - level 1	Paypoint 1	901.00
	Paypoint 2	914.00
Enrolled nurse - level 2	Paypoint 1	918.50
	Paypoint 2	923.50
Registered nurse - level 1	Paypoint 1	928.50
	Paypoint 2	987.50
	Paypoint 3	1047.50
	Paypoint 4	1102.50
Registered nurse - level 2	Paypoint 1	1151.50
	Paypoint 2	1191.50
Registered nurse - level 3	Paypoint 1	1251.50
	Paypoint 2	1296.00
Registered nurse - level 4	Grade 1	1414.50
	Grade 2	1502.00
	Grade 3	1588.50
Registered nurse - level 5	Grade 1	1414.50
	Grade 2	1489.50
	Grade 3	1588.50
	Grade 4	1688.00
	Grade 5	1853.00
	Grade 6	2028.50

Notes:

<sup>1</sup> Includes the arbitrated wage adjustment payable under the 1 September 2016 Declaration of General Ruling.

<sup>2</sup> Rounded to the nearest \$0.50.

### **13. Allowances**

In addition to the allowances prescribed in clause 13 of Division 1 - Provisions with common application, the following provisions apply to employees covered by this Section.

#### **13.1 Divisional and District parities**

See clause 13.1 of Division 1 - Provisions with common application.

#### **13.2 Motor vehicle allowance**

See clause 13.2 of Division 1 - Provisions with common application.

#### **13.3 Night supervisor allowance**

A Registered Nurse who is required to undertake the duties of Night Supervisor shall be paid an additional amount of \$10.75 per night whilst so engaged.

#### **13.4 Sleep-over**

- (a) Where an employee is required to sleep overnight on the employer's premises, for a period not exceeding 8 hours, an amount of \$9.11 shall be paid in addition to payment at the appropriate overtime rate should the employee's night sleep be interrupted.
- (b) In the event the employee's sleep is interrupted the overtime payment shall be for a minimum of 30 minutes. However should the employee's involvement in the interruption exceed 30 minutes, then the payment shall be for the duration of the interruption.
- (c) In addition to the sleep-over allowance, the employee shall be provided with a minimum of 4 hours' work to be completed immediately prior to or after the sleep-over period.

#### **13.5 Uniforms and uniform allowance**

- (a) Where the employer requires an employee to wear a uniform, the employer shall supply free of charge a designated uniform of a suitable type or design or, in lieu thereof, pay an allowance of \$159 per annum, payable on a *pro rata* basis each pay day.
- (b) Uniforms shall be laundered by the employer or the employee shall be paid an allowance of \$3.70 per fortnight, which is not payable on annual leave.
- (c) Where an employer supplies a uniform to an employee, subsequent issue shall be on an as needs basis.

#### **13.6 Adjustment of monetary allowances**

- (a) Other than the expense related allowances at clause 13.5 (uniforms and uniform allowance) and Divisional and District parities at clause 13.1, respectively, all other monetary allowances specified in clause 13 shall be automatically adjusted from the same date and in the same manner as monetary allowances are adjusted in any State Wage Case decision or other decision of the Commission adjusting minimum wage rates in this Award.

- (b) In addition to the monetary allowances specified in clause 13, the monetary allowances in clauses 18.6(b) shall also be adjusted in the same manner and at the same time as prescribed in clause 13.6(a).
- (c) At the time of any adjustment to the wage rates in this Award the expense related allowances at clauses 13.5 (uniforms and uniform allowance) and 18.4 (meals and overtime), respectively, shall be automatically adjusted by the relevant adjustment factor. The relevant adjustment factor for this purpose is the percentage movement in the applicable index figure most recently published by the Australian Bureau of Statistics since the allowance was last adjusted.
- (d) The applicable index figure is the index figure published by the Australian Bureau of Statistics for the Eight Capitals Consumer Price Index, as follows:

<u>Allowance</u>	<u>Eight Capitals Consumer Price Index</u> <u>(ABS Cat No. 6401.0 - Table 7)</u>
Overtime meal allowance (last adjusted 1 September 2016)	Take-away and fast foods sub-group
Uniform and laundry allowance (last adjusted 1 September 2014)	Clothing and footwear group

#### **14. Superannuation**

See clause 14 of Division 1 - Provisions with common application.

### **PART 5 - Hours of Work and Related Matters**

#### **15. Hours of duty**

##### **15.1 Hours of duty (other than Level 4 and Level 5 Registered Nurses)**

- (a) Subject to clause 15.1(b) the ordinary hours of duty of employees (other than a Level 4 or a Level 5 Registered Nurse) shall be an average of 38 ordinary hours per week, to be worked on the basis of 152 hours within a work cycle not exceeding 28 consecutive days.
- (b) If there are compelling reasons to do so, the union, the employees directly affected and the employer may agree in writing to vary the method of working the 38 hour week in the work area concerned.
- (c) The ordinary hours of duty shall, subject to clause 15.1(e), not exceed 10 hours a day and be worked continuously within a designated spread of 12 hours, except for meal breaks, between 0600 and 1800.
- (d) The ordinary starting and finishing times of an employee or employees may be staggered provided that there is agreement between the employer and the employees and/or a majority of employees directly affected.
- (e) Where the ordinary working hours are to exceed 8 on any day, to a maximum of 10 hours, the arrangement of hours shall be subject to the agreement of the employer and the majority of employees concerned.
- (f) Employees are required to observe the nominated starting and finishing times for the work day, including any 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.

## **15.2 Rosters**

- (a) Employees will work in accordance with a weekly or fortnightly roster fixed by the employer.
- (b) The roster will set out employees' daily ordinary working hours and starting and finishing times and will be displayed in a place conveniently accessible to employees at least seven days before the commencement of the roster period.
- (c) Unless the employer otherwise agrees, an employee desiring a roster change will give seven days notice except where the employee is ill or in an emergency.
- (d)
  - (i) Subject to clause 15.2(d)(ii), seven days' notice of a change of roster will be given by the employer to an employee.
  - (ii) Notwithstanding clause 15.2(d)(i), a roster may be altered at any time to enable the functions of the hospital or facility to be carried out where another employee is absent from work due to illness or in an emergency. Where any such alteration requires an employee working on a day which would otherwise have been the employee's day off, the day off instead will be as mutually arranged.

## **15.3 Consultation about significant or major changes to rosters**

- (a) Where an employer proposes to make a significant or major change to an employee's regular roster, the employer must consult with the employee or employees affected and their representatives, if any, about the proposed change.
- (b) In doing so, the employer must:
  - (i) provide to the employee or employees affected and their representatives, if any, information about the proposed change (for example, information about the nature of the change to the employee's regular roster or ordinary hours of work and when that change is proposed to commence);
  - (ii) invite the employee or employees affected and their representatives, if any, to give their views about the impact of the proposed change (including any impact in relation to their family or caring responsibilities); and
  - (iii) give consideration to any views about the impact of the proposed change that are given by the employee or employees concerned and/or their representatives.
- (c) The requirement to consult under this clause does not apply where an employee has irregular, sporadic or unpredictable working hours.
- (d) The provisions of clause 15.3 are to be read in conjunction with other award provisions concerning the scheduling of work and notice requirements.

## **15.4 Scheduled days off**

- (e) All employees shall be allowed four scheduled days off during each 14 days. Each scheduled day off shall consist of a continuous period of 24 hours which, where practicable, shall include from midnight to midnight.
- (f) All full-time and part-time employees' rosters will provide for any one of the following combinations of days free from rostered work in each fortnight:
  - (i) two periods comprising two days each;

- (ii) three consecutive days and one stand-alone day; or
  - (iii) one period of four consecutive days.
- (g) Any one of the above combinations may be amended to enable two single days free from rostered work if requested in writing by the employee.

#### **15.5 Broken duty periods**

- (a) Where practicable, no broken duty periods shall be worked. However, when such broken duty periods are necessary, a total of 8 hours shall only be worked over two duty periods, comprised of two equal duty periods of 4 hours each or a period of 5 hours and 3 hours, and shall be worked within a spread of 12 hours.
- (b) Broken duty periods shall only be worked where there is mutual agreement between the employer and employee. Where broken duty periods are a regular feature of staff rosters, the union must be notified.

#### **15.6 Weekend work extra payment (other than Level 4 and Level 5 Registered Nurses)**

- (a) All ordinary time worked by an employee (other than a Level 4 or Level 5 Registered Nurse) between midnight Friday and midnight Saturday shall be paid at the rate of time and one-half.
- (b) All ordinary time worked by an employee between midnight Saturday and midnight Sunday shall be paid at the rate of time and three-quarters.

#### **15.7 Afternoon and night duty - extra payment (other than Level 4 and Level 5 Registered Nurses)**

- (a) An afternoon shift worker shall be paid an allowance of 12.5% for each ordinary hour worked on such shift.
- (b) A night shift worker shall be paid an allowance of 15% for each ordinary hour worked on such shift.
- (c) The afternoon and night shift allowances in clauses 15.7(a) and (b) do not apply to shift work performed on Saturday or Sunday when the extra payment for weekend work in accordance with clauses 15.6(a) or (b) applies.

#### **15.8 Ten hour rest breaks between duty**

- (a) Subject to clause 15.8(b) an employee shall be allowed a break of not less than 10 hours between the termination of one duty period and the commencement of another duty period.
- (b) Such break shall not be less than 8 hours in any of the following circumstances:
  - (i) to permit changes of shift rosters; or
  - (ii) in any other case agreed upon by the employee and the employer.
- (c) Where agreement has been reached between the employer and the employee to reduce the 10 hour rest break between duty periods to an 8 hour continuous break, due consideration shall be given to recognise that fatigue prevention must be, at all times, paramount to ensure that standards of resident care are not reduced nor are the principal priorities associated with nursing care affected.



## **16. Meal breaks**

### **16.1 Timing and duration**

- (a) An employee who works at least 6 hours on any one day shall be entitled to an unpaid meal break of not less than 30 minutes and not more than 60 minutes which will be taken between the fourth and sixth hour after commencing work.
- (b) Where an employee is required to work during a meal break and continuously thereafter they shall be paid at the rate of double time until released from duty for a meal break.

### **16.2 Meal breaks - employees (Registered Nurse Levels 1, 2 and 3, Enrolled Nurse and Assistant Nurse) on duty**

- (a) The meal break for nurses on duty shall be taken at a time so as not to affect the continuity of work.
- (b) Where an employee is required to remain on the premises during the meal break whilst engaged on duty, the employee shall be paid an allowance of \$10.96 per shift. Should the employee's meal break be interrupted by work or inquiries pertaining to work, then the meal break should be paid at the appropriate overtime rate.

## **17. Rest pauses**

- (a) An employee who works at least 4 hours on any day 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 the continuity of work where continuity is necessary.
- (b) After having regard to the employees' health and welfare as well as taking to account peak workload periods, the employer may combine the rest pauses into one rest pause of 20 minutes to be taken in the first part of the working day.

## **18. Overtime**

The provisions of clause 18 do not apply to Level 4 and Level 5 Registered Nurses.

### **18.1 Overtime**

- (a) Day workers
  - (i) All authorised overtime worked by a day worker in excess of rostered ordinary hours of work Monday to Saturday, inclusive, shall be paid at the rate of time and one-half for the first 3 hours and double time thereafter.
  - (ii) All authorised overtime worked on a Sunday shall be paid at the rate of double time.
  - (iii) All authorised overtime worked on a public holiday shall be paid at the rate prescribed in clause 23.
- (b) Shift workers
  - (i) All authorised overtime worked by a shift worker in excess of the rostered ordinary hours of work Monday to Sunday shall be paid at the rate of double time.
  - (ii) All authorised overtime worked by a shift worker on a public holiday shall be paid at the rate prescribed in clause 23.

## **18.2 Time off in lieu (TOIL)**

- (a) Subject to mutual agreement in writing between the employer and the employee, an employee may be compensated for working overtime in lieu of payment for such work by being allowed time off in lieu (TOIL) at the following rate:
  - (i) the first 3 hours of overtime in any one fortnight may be taken as TOIL the rate of time for time.
  - (ii) any period in excess of 3 hours overtime in any one fortnight may be taken as TOIL at a rate equivalent to the prescribed overtime penalty.
  - (iii) should overtime in excess of 3 hours be consecutively worked on any one engagement, such overtime in excess of 3 hours may be taken as TOIL or paid at the rate of double time.
- (b) An employee shall be required to clear accumulated TOIL within, and no later than, 3 months of the overtime being worked.
- (c) An employee shall be paid for any accumulated TOIL at the appropriate overtime rate in the following instances:
  - (i) where the employer is unable to release the employee within the 3 months period specified in clause 18.2(b);
  - (ii) at the time of termination by either party under any circumstances.

## **18.3 Banking arrangements**

- (a) Subject to the prior approval of the employer, an employee may be granted time off notwithstanding that such time has not been worked as overtime in accordance with clause 18.2.
- (b) If time off is taken in advance of overtime being worked the employer shall pay the employee's salary as if the employee worked ordinary hours during such time off.
- (c) Where an employee takes time off in advance in accordance with clause 18.3(a), the employer shall offer the employee reasonable opportunities to make up the period of time off in accordance with clause 18.2 within four weeks of the time off being taken.
- (d) Where the employee has been offered reasonable opportunities to make up the period of time off, and does not make up the time off, the employer may reduce the pay of the employee by the amount of such time off taken in advance after having first advised the employee in writing at least 14 days prior to the reduction.

## **18.4 Meals and overtime**

An employee who is called upon to continue work after the usual ceasing time shall be supplied with a reasonable meal at the employer's expense or be paid \$12.35 in lieu thereof:

- (a) after more than 2 hours of overtime; or
- (b) after more than one hour if overtime continues beyond 1800,

in addition to overtime payment for the time worked.

### **18.5 Breaks between shifts after overtime**

- (a) An employee who works so much overtime between the termination of their ordinary work on one day and the commencement of their ordinary work on the next day that they have not had at least 10 consecutive hours off duty between those times, shall, subject to clause 18.5(c), be released after completion of such overtime until they have had 10 consecutive hours off duty without loss of pay for ordinary working time occurring during such absence.
- (b) If on the instructions of their employer the employee resumes or continues work without having had 10 consecutive hours off duty they shall be paid double rates until they are released from duty for such period, and shall then be entitled to be absent until they have had 10 consecutive hours off duty, without loss of pay for ordinary working time occurring during such absence.
- (c) The provisions of clause 18.5(a) 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) to permit changes of shift rosters; or
  - (ii) in any other case agreed upon by the employer and the majority of employees and, if requested, the union.

### **18.6 On call**

- (a) The provisions in clause 18.6 apply to employees who are rostered to be on call at their private residence or at any other mutually agreed place.
- (b) An employee rostered to be on call shall be paid an additional amount as follows:
  - (i) \$23.14 for each 24 hour period or part thereof when the on call period is between rostered shifts of ordinary hours Monday to Friday, inclusive;
  - (ii) \$37.58 for each 24 hour period or part thereof when the on call period is on a Saturday, Sunday, public holiday or on the employee's scheduled day off or rostered day off.
- (c) Payment in accordance with clause 18.6(b) shall be calculated by reference to the calendar day on which the major portion of the on call period falls.
- (d) If an employee rostered to be on call is required to work, such work shall be remunerated at the appropriate overtime rate in addition to the on call allowances prescribed in clause 18.6(b). A minimum payment of 3 hours at the appropriate overtime rate shall be paid provided that, except in the case of unforeseen circumstances arising, the employee shall not be required to work for 3 hours if the work for which the employee was required and any associated duty is completed within a shorter period. Entitlement to such remuneration shall commence from the time the employee starts work.
- (e) An employee who is required to work shall be provided with transport to and from their home or shall be refunded the cost of such transport.
- (f) Where an employee is required to work within 3 hours of commencing normal duty and the employee remains at work, the employee shall be provided with transport from their home to their place of work, or shall be refunded the cost of such transport.
- (g)
  - (i) An employee placed on call is required to remain at their private residence or any other mutually agreed place as will enable the employer to readily contact them during the hours for which they have been placed on call.

- (ii) However, clause 18.6(g)(i) should not prevent the provision by an employer of an electronic or other device by which the employee can be contacted as an alternative to being stationed at an agreed place.
- (h) An employee on call who is required to remain on close call within the facility precincts shall be provided with board and lodging free of charge, in addition to any allowance payable pursuant to clause 18.6(b).

### **18.7 Recall to duty**

The following provisions shall apply to an employee who is not rostered to be on call, but who is recalled to work:

- (a) An employee who is recalled to work shall be paid at the appropriate overtime rate, with a minimum of 3 hours, provided that the time spent travelling to and from the place of work shall be deemed to be time worked. Where an employee is recalled within 3 hours of rostered commencement time, and the employee remains at work, only time spent in travelling to work shall be included with actual time worked for the purpose of the overtime payment.
- (b) Except in the case of unforeseen circumstances arising, an employee who is recalled to duty shall not be obliged to work for 3 hours if the work for which the employee was recalled and any associated duty is completed within a shorter period.
- (c) If an employee is recalled to work the employee shall be provided with transport to and from their home or shall be refunded the cost of such transport. Where an employee is recalled to work within 3 hours of commencing normal duty and the employee remains at work, the employee shall be provided with transport from their home to their place of work, or shall be refunded the cost of such transport.
- (d) The provisions of clause 18.5 shall not apply when an employee has actually worked less than 2 hours on one or more call outs.

## **PART 6 - Leave of Absence and Public Holidays**

### **19. Annual leave**

Annual leave is provided for in Division 3 of the QES. Clauses 19.1 and 19.2 supplement the QES.

#### **19.1 Period of annual leave**

In lieu of the provisions of section 71EA(1) of the Act, every full-time and part-time nurse shall at the end of each calendar year of employment be entitled to annual leave on full pay as follows:

- (a) not less than six weeks if employed on shift work where three shifts per day are worked over a period of seven days per week and where an employee works over more than two roster periods which involves a combination of day, evening and night shifts;
- (b) not less than five weeks in any other case;
- (c) a nurse whose employment is terminated prior to the expiration of a full year of employment shall be entitled to a *pro rata* equivalent of annual leave as provided for above.

#### **19.2 Payment for annual leave**

- (a) An employee (other than a shift worker) proceeding on annual leave is entitled to receive the following payments:

- (i) an amount equal to the salary level being paid to the employee immediately before the employee takes the leave for the period of such leave; and
  - (ii) a further amount equal to 17.5% of the salary payable for ordinary time in relation to the employee's substantive position for the period of such leave.
- (b) A shift worker proceeding on annual leave is entitled to receive the following payment:
  - (i) an amount equal to the salary level being paid to the employee immediately before the employee takes the leave for the period of such leave calculated according to the employee's roster or projected roster including shift, weekend or public holiday penalties; or
  - (ii) an amount equal to the salary level being paid to the employee immediately before the employee takes the leave for the period of such leave, plus a further amount equal to 17.5% of the salary payable for ordinary time in relation to the employee's substantive position for the period of such leave, excluding any shift, weekend or public holiday penalties,whichever is the higher.
- (c) The annual leave loading of 17.5% prescribed in clauses 19.2(a)(ii) and (b)(ii) shall only apply to 152 hours of the annual leave payments prescribed in clauses 19.2(a)(i) and (b)(i), respectively.

## **20. Personal leave**

- (a) Personal leave is provided for in Division 4 of the QES and covers:
  - (i) sick leave;
  - (ii) carer's leave;
  - (iii) bereavement leave; and
  - (iv) cultural leave.
- (b) Clauses 20(c) and (d) supplement the QES.
- (c) In addition to the provisions of Subdivision 2 of Division 4 of the QES an employee's accumulated sick leave entitlements are preserved when:
  - (i) the employee is absent from work on unpaid leave granted by the employer;
  - (ii) the employer or employee terminates the employee's employment and the employee is re-employed within three months;
  - (iii) 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.
- (d) An employee's sick leave continues to accrue whilst absent from work on paid leave granted by their employer.

## **21. Parental leave**

See clause 21 of Division 1 - Provisions with common application.

## **22. Long service leave**

- (a) Long service leave, including for casual employees, is provided for in Division 6 of the QES.
- (b) Portability of long service leave entitlements for local government employees is provided for in Division 2, Chapter 8 of the *Local Government Regulation 2010*.

## **23. Public holidays**

Public holidays are provided for in Division 7 of the QES. Clauses 23.1 to 23.5 supplement the QES provisions.

### **24.1 Payment for public holidays and for work on public holidays**

- (a) All work performed by a full-time or part-time employee on:
  - 1 January;
  - 26 January;
  - Good Friday;
  - Easter Monday;
  - 25 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 time and one-half.
- (b) A full-time or part-time employee who is rostered to work on a day of the week on which a public holiday falls, and who is not required to work on that day, shall be paid for the hours which would have otherwise have been worked on that day.
- (c) A casual employee shall not have an entitlement to pay or leave for public holidays. However, all work completed by a casual employee on a public holiday shall be paid for at the rate of double-time and one-half.

### **24.2 Labour Day**

- (a) All full-time and part-time employees 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 day) irrespective of the fact that no work may be performed on that day.
- (b) However, should an employee work on that day the employee shall be paid, in addition to a full day's wage, for all time worked at the rate of time and one-half with a minimum of 4 hours, except in the case of night duty where the work commenced on Labour Day continues after midnight.
- (c) Should Labour Day occur during an employee's period of annual leave another day on full pay shall be added to the employee's annual leave.
- (d) Should Labour Day occur on an employee's rostered day off duty, the employee shall be paid an additional day's pay or shall be granted a day's leave on full pay at a time mutually arranged between the employer and employee.

### **23.3 Annual show**

- (a) All time worked by an employee 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 of such district, as specified in such notification, shall be paid for at the rate of double time and one-half with a minimum of 4 hours, except in the case of night duty where the work commenced on show day continues after midnight.
- (b) Where the annual show is of more than one day's duration an employee may agree with the employer to substitute another day during the show period in lieu of the day so appointed, in which case the provisions of this clause shall apply to the day so substituted.
- (c) Should the annual show day occur during an employee's period of annual leave another day on full pay shall be added to the employee's annual leave.
- (d) Should the annual show day occur on an employee's rostered day off duty, the employee shall be paid an additional day's pay or shall be granted a day's leave on full pay at a time mutually arranged between the employer and the employee.

### **23.4 Easter Saturday**

- (a) All full-time and part-time employees whose ordinary hours of work are regularly worked between Monday to Friday, inclusive, shall not be entitled to extra payments or benefits provided in clause 23.4.
- (b) Should Easter Saturday occur during a full-time or part-time employee's period of annual leave and the employee has been regularly rostered to work over a 14 day period, including Saturdays, the employee shall have another day on full pay added to the employee's annual leave period.
- (c) Should Easter Saturday occur on a full-time or part-time employee's scheduled day off or rostered day off, and the employee has been regularly rostered to work over a 14 day roster period, including Saturdays, the employee shall be paid an additional day's pay, or shall be granted a day's leave, on full pay, at a time mutually arranged between the Employer and employee.
- (d) However, all full-time and part-time employees who are regularly rostered to work over a 14 day roster period, including Saturdays, and who work on Easter Saturday shall be paid at the rate of double time and one-half, with a minimum payment for 4 hours work, except in the case of night duty where the work continues after midnight on Easter Saturday.

### **23.5 Substitution**

- (a) Subject to statutory limitations (such as the time work may not be performed on Anzac Day) where there is agreement between the employer and an employee or employees, another ordinary working day may be substituted for a public holiday.
- (b) Where an employee is subsequently required to work on the substituted day they shall be paid at the rate prescribed in clause 23.1.

## **24. Jury service**

See clause 24 of Division 1 - Provisions with common application.

## **25. Service leave**

See clause 25 of Division 1 - Provisions with common application.

## **PART 7 - Union Related Matters**

### **26. Union encouragement**

See clause 26 of Division 1 - Provisions with common application.

### **27. Union delegates**

See clause 27 of Division 1 - Provisions with common application.

### **28. Trade union training leave**

See clause 28 of Division 1 - Provisions with common application.

### **29. Right of entry**

See clause 29 of Division 1 - Provisions with common application.

## **PART 8 - Travelling, transport and fares**

### **30. Travelling, transport and fares**

An employee directed by the employer to work at a city or town other than the employee's usual place of employment shall be entitled to reimbursement of all reasonable and necessary expenses actually incurred including transport, accommodation, meals and incidentals.

### **31. Patient escort**

When a nurse is required to travel as escort for a patient they shall be paid at the appropriate rate for all time the patient is under their care. When returning from such escort the employee shall be paid for a maximum of 12 hours out of every 24 hours at the ordinary hourly rate provided that when returning on a rostered day off they shall be granted in addition a day off in lieu or an additional day added to their next recreation leave.

## **PART 9 - Training and Related Matters**

### **32. Study leave**

- (a) Where a full-time employee is completing an approved course of post-basic study and it is considered appropriate by the employer, up to one week of study leave, on half-pay, may be granted. For the purpose of this clause, **half-pay** means 50% of the ordinary rate of pay payable to the employee as prescribed in clause 12(e). *Pro rata* payment may be granted to a part-time employee.
- (b) Additional unpaid study leave may be granted by the employer.
- (c) Where an employee is receiving paid study leave there is no obligation on the employer to provide paid in-service training or education for that employee.
- (d) The employer may provide unpaid leave to full-time and part-time employees who apply for leave to undertake tertiary or such other courses which are required by the employer. Such unpaid leave shall not impact the accumulation of the employee's leave entitlements under this Award.



**33. In-service training**

- (a) Employers may provide at least 24 hours per year paid in-service training and/or education and each employee will be required to undertake, in their own time, a reciprocal period of ongoing education or research associated with the acquisition of knowledge and skills relevant to their professional commitments.
- (b) In-service training may include attendance at workshops/seminars devoted solely to skill related career paths, multi-skilling and broadening of tasks which employees may be expected to acquire in enhancing flexibility and the efficiency of their workplace.
- (c) The workshop/seminars may be conducted by employer associations, the union, the employer or other organisations approved by the employer.
- (d) An employer granting an employee leave to attend such workshop/seminars is required to pay no more than the appropriate ordinary rate of wages the employee would have otherwise received for each day but for attendance at the workshop/seminar. Where the duration of the workshop/seminar exceeds 4 hours, the employer's responsibility for payment of wages may be halved, as provided for in clause 33(a), as a reciprocal period of time. An employer will not be responsible for any other expenses incurred by the employee whilst attending such workshop/seminar.
- (e) Where an employee is receiving paid study leave, there is no obligation on the employer to provide paid in-service training or education.

## **Division 4 - Section 3 - Schedule 1 (Classifications - Nursing Services)**

### **Definitions**

**Assistant in nursing** means an employee other than one registered with the Nursing and Midwifery Board of Australia or its successor or one who is training for the purpose of such registration, who is under the direct control or supervision of a Registered nurse and whose employment is solely to assist a Registered nurse or Enrolled nurse in the provision of nursing care to persons.

**Nursing care** means:

- giving assistance to a person who because of disability is unable to maintain their bodily needs without frequent assistance;
- carrying out tasks which are directly related to the maintenance of a person's bodily needs where that person because of disability is unable to carry those tasks for themselves; and
- assisting a Registered nurse or Enrolled nurse to carry out their nursing duties.

### **Assistant in nursing**

#### **Assistant in nursing - level 1**

- An employee at this level will have obtained proficiency necessary to perform work at this level.
- An employee at this level is required to:
  - exercise discretion and judgement within their level of skill and training;
  - receive on or off-the-job training or has received training;
  - work under direct or indirect supervision of a Registered nurse;
  - demonstrate an understanding of standards required in the nursing industry and actively participate in the implementation of those standards; and
  - active involvement in, and contributes to, continuous improvement.
- Indicative tasks/skills of this level, may include but not be limited to the following:
  - provide input on observation;
  - record on standard structured pro forma;
  - assist in delivery of nursing care under direct supervision of a Registered nurse; or
  - assist with medications on the request of the client/resident within a delegated or assigned range of duties, subject to legislative requirements.

#### **Assistant in nursing - level 2**

- An employee at this level will perform work above the skills of an Assistant in nursing - level 1 and will have obtained proficiency and qualifications to perform work at this level.
- An employee at this level is required to:
  - have obtained a Level III Certificate or equivalent;
  - operate under direct supervision of a Registered nurse;
  - exercise discretion and judgement within their level of skill and training;
  - demonstrate an understanding of standards required in the nursing industry; and
  - assist employees undertake structured training.
- Indicative tasks/skills of this level, in addition to level 1, may include but not be limited to:

- input into resident assessment;
- input into documentation using a variety of flow charts;
- input into orientation of employees;
- data collection; or
- assist in delivery of nursing care under direct supervision of a Registered nurse.

### **Assistant in nursing - level 3**

- An employee appointed to this level will perform work above and beyond the skills of an Assistant in nursing - level 2 and will have obtained proficiency and qualifications to perform work at this level.
- An employee at this level is required to:
  - have obtained a Level IV Certificate or equivalent qualification or level of experience and competency;
  - exercise discretion and decision making/responsibility within their level of skill and training;
  - demonstrate the effective application of standards required in the nursing industry;
  - provide on-the-job and in-service training in non-clinical areas as directed; and
  - work under supervision of a Registered nurse.
- Indicative tasks/skills of this level in addition to those prescribed for an Assistant in nursing - level 2, may include but not limited to:
  - coordination of non-clinical activities by other Assistants in nursing;
  - management of continence resources;
  - provision of manual handling education.

### **Enrolled nurse**

#### **Enrolled nurse - level 1**

- An employee at this level is required to:
  - have obtained a Diploma level qualification in nursing;
  - hold current registration with the Nursing and Midwifery Board of Australia as an Enrolled Nurse;
  - work under minimal supervision;
  - exercise discretion and decision making/responsibility within their level of skill and training;
  - provide on-the-job and in-service training; and
  - demonstrate the effective application of standards required in nursing.
- Indicative tasks/skills of this level, may include but not limited to:
  - administer medications in accordance with authorised certification;
  - input into formulation implementation and evaluation of the care plan;
  - interpret signs and symptoms and report changes;
  - input into orientation of employees;
  - deliver nursing care under supervision; and
  - coordination of team resources.

#### **Enrolled nurse - level 2**

- An employee appointed to this level will perform work above and beyond the skills of an

Enrolled nurse - level 1 and will have obtained proficiency and qualifications necessary to perform work at this level.

- An employee at this level is required to:
  - have obtained an advanced diploma level qualification or equivalent;
  - hold current registration with the Nursing and Midwifery Board of Australia as an Enrolled Nurse;
  - work under minimal professional supervision and will coordinate other employees;
  - exercise discretion and decision making/responsibility within their level of skill and training and within the scope of practice for Enrolled nurses;
  - provide and maintain documentation as required;
  - assist with training and orientation of new staff in non-clinical duties
  - demonstrate the effective application of standards in nursing; and
  - contribute information for the assessment of clients' needs.
- Indicative tasks/skills in addition to those prescribed for an Enrolled nurse - level 2, may include but are not limited to:
  - accountability to Registered nurse for client care;
  - coordinating lower level staff;
  - participation in the gathering of information to enable the comprehensive assessment of clients and residents;
  - participate in the evaluation of care plan;
  - implement the care plan
  - monitor and report outcomes of clinical practice to the Registered nurse; or
  - input into orientation and training of staff in non-clinical areas of non-clinical skills.

### **Registered nurse**

#### **Registered nurse - level 1**

- An employee at this level is required to:
  - have obtained a Bachelor Degree in Nursing;
  - hold current registration with the Nursing and Midwifery Board of Australia as a Registered Nurse;
  - work under minimal supervision and supervise other employees;
  - exercise discretion and decision making/responsibility within their level of skill and training;
  - provide and maintain documentation as required;
  - provide training;
  - demonstrate the effective application of standards in nursing; and
  - undertake the assessment of clients' needs.
- Indicative tasks/skills in addition to those prescribed for an Enrolled nurse - level 2, may include but are not limited to:
  - accountability for client care;
  - responsible for lower level staff;
  - responsible for comprehensive assessment of clients and residents;
  - formulate, implement and evaluate care plan;
  - monitor outcomes of clinical practice;
  - input into orientation and training of staff; and
  - perform competency assessments.
- Indicative titles include:

- Occupational health nurse - grade 1
- Occupational health nurse - grade 2
- Immunisation program nurse

### **Registered nurse - level 2**

- An employee appointed to this level will perform work above and beyond the skills of a Registered nurse - level 1 and will have obtained proficiency and qualification necessary to perform work at this level.
- An employee at this level is required to:
  - have obtained a Bachelor Degree in Nursing;
  - hold current registration with the Nursing and Midwifery Board of Australia as a Registered Nurse;
  - work under supervision and supervise others;
  - exercise discretion and decision making/responsibility within their level of skill and training; and
  - demonstrate the effective application of standards required in the age care sector.
- Indicative tasks/duties required for this level in addition to those prescribed for a Registered nurse - level 1 may include but are not limited to:
  - designated clinical specialty and provide advice to Registered nurse 1, or clinical practice within specialty;
  - input into orientation and training of staff;
  - act as a resource;
  - perform competency assessments; or
  - responsibility for resource coordination.
- Indicative titles include:
  - Clinical nurse
  - Primary health care nurse
  - Community health care nurse

### **Registered nurse - level 3**

- An employee appointed to this level will perform work above and beyond the skill of a Registered nurse - level 2 and will have obtained proficiency and qualification necessary to perform work at this level.
- An employee at this level is required to:
  - have obtained a Bachelor Degree in Nursing;
  - hold current registration with the Nursing and Midwifery Board of Australia as a Registered Nurse;
  - supervise a range of staff;
  - work under minimal supervision;
  - exercise discretion and decision making/responsibilities within their level of skill and training; and
  - demonstrate the effective application of standards in nursing.
- Indicative tasks/skills of this level in addition to those prescribed for a Registered nurse - level 2, may include but are not limited to:

- coordinates service delivery;
  - coordinate and critically evaluate research, processes and outcomes;
  - responsible for resource management;
  - responsible for professional development of staff;
  - develop policy and procedures;
  - clinical consultant to staff; or
  - accountable for the management of the human and material resources.
- Indicative titles include:
    - Clinical nurse consultant
    - Nurse manager
    - Nurse educator

#### **Registered nurse - level 4**

- An employee appointed to this level will perform work above and beyond the skills of a Registered nurse - level 3 and will have obtained proficiency and qualifications necessary to perform work at this level.
- An employee at this level is required to:
  - have obtained a Bachelor Degree in Nursing;
  - hold current registration with the Nursing and Midwifery Board of Australia as a Registered Nurse;
  - work under minimal supervision and would supervise other employees;
  - exercise discretion and decision making/responsibility within their level of skill and training; and
  - demonstrate the effective application of standards in nursing.
- A Nurse practitioner is required in addition to:
  - have obtained a Masters in Nurse Practitioner; and
  - hold current registration with the Nursing and Midwifery Board of Australia as a Nurse practitioner.
- Indicative tasks/skills of this level in addition to those prescribed for a Registered nurse - level 3, may include but are not limited to:
  - an expert in clinical practice;
  - research quality indicators and improvements in work practice;
  - being accountable for the effective and efficient management of human and material resources; or
  - being accountable for the development and coordination of nursing management systems.
- Indicative titles include:
  - Assistant director of nursing
  - Nurse practitioner

#### **Registered nurse - level 5**

- An employee appointed to this level will perform work above and beyond the skills of a Registered nurse - level 4 and will have obtained proficiency and qualifications necessary to perform work at this level.
- An employee at this level is required to:

- have obtained a Bachelor Degree in Nursing;
  - hold current registration with the Nursing and Midwifery Board of Australia as a Registered Nurse;
  - responsible to the committee of management, board or senior management;
  - exercise discretion and decision making/responsibility within their level of skill and training and will exercise managerial responsibilities;
  - responsible for the formation/establishment of programs, operational procedures and policies; and
  - manage staff and the operation of a health service or facility.
- Indicative tasks/skills of this level in addition to those prescribed for a Registered Nurse - level 4, may include but are not limited to:
  - accountable for the strategic and operational directions of the facility; or
  - represent and promote the facility to governments and to the local community.
- Indicative titles include:
  - Director of nursing.

By the Commission,  
[L.S.] J. STEEL,  
Industrial Registrar.