

QUEENSLAND INDUSTRIAL RELATIONS COMMISSION

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

SURVEYING (PRIVATE PRACTICE) AWARD - STATE 2006

Pursuant to s. 698 of the *Industrial Relations Act 1999*, the Surveying (Private Practice) Award - State 2006 with all amendments as at 10 December 2009, is hereby reprinted.

I hereby certify that the Award contained herein is a true and correct copy of the Surveying (Private Practice) Award - State 2006 as at 10 December 2009.

Dated 10 December 2009.

G.D. Savill
Industrial Registrar

SURVEYING (PRIVATE PRACTICE) AWARD - STATE 2006

PART 1 - APPLICATION AND OPERATION

1.1 Title

This Award is known as the Surveying (Private Practice) Award - State 2006.

1.2 Arrangement

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1.3 Award coverage

1.3.1 Subject to clauses 1.3.2 and 1.3.3 this Award applies (to the exclusion of all other awards) to the classes of employees for whom rates of pay are prescribed herein who are employed within the industry of surveying as defined in clause 1.5.

1.3.2 This Award does not apply to officers and employees of Government Departments and any Crown instrumentality, body or authority thereof or to employees of a Local Authority except when such employees while pursuing a right of private practice granted to them by their employer engage employees to perform work covered by this Award.

1.3.3 This Award does not apply to employees when:

- (a) involved on set-out and control work on-site on construction work for more than half of their respective working time in any roster period. In the absence of any formal roster the pay period shall be applied.; and

(b) while so involved are also working together with or alongside employees who are covered by the *Civil Construction, Operations and Maintenance General Award - State 2003*.

1.3.4 This Award does not apply to an employee whose ordinary rate of pay is at least one-half more than the highest rate prescribed in this Award for the employee's classification.

1.4 Area of operation

1.4.1 This Award operates throughout the State of Queensland and includes those areas which are known as and comprised within:

- (a) the Australian fishing zone as defined by the Commonwealth *Fisheries Act 1952*; or
- (b) the continental shelf, within the meaning of the Convention on the Continental Shelf a copy of which in the English language is set out in Schedule 1 to the Commonwealth *Petroleum (Submerged Lands) Act 1967*;
- (c) any other area seaward of the State to which from time to time the laws of the State apply or, by a law of the Commonwealth are applied.

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

(a) Divisions -

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

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

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

(b) 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 by that meridian of longitude due north to 25 degrees of south latitude; then by that parallel of latitude due west to 147 degrees of east longitude; then by that meridian of longitude due north to the southern boundary of the Mackay Division.

Western District - The remainder of the Southern Division.

Off shore islands and the Queensland continental shelf shall be deemed to be part of the adjacent Division or District within whose parallels of latitude they fall.

1.5 Definitions

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

1.5.2 "Casual Employee" means an employee engaged as such on an hourly basis.

1.5.3 "Clerical Employee Level 5" means an employee appointed to perform any or all of the duties of bookkeeper, pay officer, executive assistant, assistant accountant, assistant marketer, supervisor.

- 1.5.4 "Clerical Employee Level 4" means an employee aged 21 years or older appointed to perform any or all of the duties of computer operator, word processor, senior secretary (with or without stenography), personal assistant, administrative officer, research assistant, supervisor.
- 1.5.5 "Clerical Employee Level 3" means an employee appointed primarily to carry out data entry and data validation and related duties. Incremental paypoints are dependent on increased productivity acceptable to the employer.
- 1.5.6 "Clerical Employee Level 2" means an employee aged 21 years or older appointed to perform any or all of the duties of basic word processing or data processing, secretarial duties, stenography, administrative assistant, payroll clerk, or general clerk (over 3 years' experience).
- 1.5.7 "Clerical Employee Level 1" means an employee aged 21 years or older engaged to perform any or all of the duties of switchboard operation, reception, service counter duties, copy-typing and general clerical duties, filing, collating, photocopying, operation of facsimile machines, messenger work.
- 1.5.8 "Commission" means the Queensland Industrial Relations Commission.
- 1.5.9 "Drafter/CAD Operator Level 3" means an employee appointed as such who is the holder of an Associate Diploma in Drafting or an equivalent qualification to the satisfaction of the employer, or who has equivalent practical experience to the satisfaction of the employer, and who is proficient in the use of a range of CAD packages and whose duties include the supervision of drafters and/or other employees.
- 1.5.10 "Drafter/CAD Operator Level 2" means an employee appointed as such who is the holder of a Certificate in Drafting from TAFE or an equivalent qualification to the satisfaction of the employer and who is proficient in the use of at least one CAD package and is able to work with medium supervision.
- 1.5.11 "Drafter/CAD Operator Level 1" means an employee appointed as such and whose duties include basic drafting, copying, drawing and imagery enhancement and the preparation of plans and drawings from rough sketches under supervision and other associated drawing office tasks.
- 1.5.12 "Engineer" means an employee who has been appointed as such at a specific classification level under this Award by the employer to carry out professional engineering duties who is the holder of a university degree (4 or 5 year course) recognised by The Institution of Engineers, Australia or equivalent qualifications and whose normal duties are as described below by reference to a specific classification level, for example, "Engineer Level 6".
- 1.5.13 "Engineer Level 6" means an engineer who is a senior engineer whose normal duties may include those included in Level 5 plus general business development and resource allocation, liaison with local governments, government agencies and clients at an advanced level, and assigning, reviewing, planning the work of others and who is able to work without supervision.
- An Engineer Level 6 performs duties requiring the application of mature professional engineering knowledge. With scope for individual accomplishment and co-ordination of more difficult assignments, the engineer deals with problems for which it is necessary to modify established guides and devise new approaches.
- 1.5.14 "Engineer Level 5" means an engineer who is a senior engineer whose normal duties include those included in Level 4 plus liaison with local governments, government agencies and clients, determination of project technical and financial requirements, and contract administration, and who is able to work with minimum supervision.
- Duties are assigned only in terms of broad objectives, and are reviewed for policy, soundness of approach, accomplishment and general effectiveness.
- 1.5.15 "Engineer Level 4" means an engineer who is a design engineer whose normal duties include all aspects of the design and documentation for large and complex projects including determination of requirements, supervision of staff and who has a working knowledge of appropriate legislation and standards and is able to work with minimum supervision.
- Work is carried out within broad guidelines requiring conformity with overall objectives, relative priorities and necessary co-operation with other units.
- 1.5.16 "Engineer Level 3" means an engineer who is a design engineer whose normal duties include all aspects of the design and documentation on projects of medium size and complexity including supervision of staff, and who is able to work under medium supervision.
- Work is carried out without detailed supervision, but with guidance on unusual features and the engineer is

engaged on more responsible engineering assignments requiring substantial professional judgement.

- 1.5.17 "Engineer Level 2" means an engineer who is a design engineer whose normal duties include all aspects of the design and documentation on small and simple projects including supervision of staff, and who is able to work under medium supervision.

Work is carried out without detailed supervision, but with guidance on unusual features and the engineer is engaged on more responsible engineering assignments requiring substantial professional judgement.

- 1.5.18 "Engineer Level 1" means an engineer whose normal duties include document research, design work and checks on their own work and who is able to follow general work instructions and works under general supervision.

Work carried out requires accuracy and adherence to prescribed methods and standards. Work is reviewed by a more senior engineer or appropriate other more senior employee for validity, adequacy, methods and procedures.

- 1.5.19 "Field Worker Level 3" means an employee engaged as such who is competent to assist a Surveyor in all field survey tasks and whose duties include the care and basic maintenance of equipment and vehicles and the collection and preparation of all necessary field materials.

- 1.5.20 "Field Worker Level 2" means an employee engaged as such who is competent to assist a Surveyor in basic surveying tasks and basic maintenance of vehicles, tools and equipment.

- 1.5.21 "Field Worker Level 1" means an employee engaged as such to assist in labouring and related tasks as directed by the employer.

- 1.5.22 "Information Systems Employee" means an employee appointed as such by the employer at a specific classification level under this Award who has obtained a computer science or information science degree or equivalent qualifications acceptable to the employer and whose duties include any or all of the functions of systems analysis, systems design, programming and program documentation, and data design and processing activities (for example, information services employee Level 3).

- 1.5.23 "Information Systems Employee Level 6" means an information services employee whose normal duties may include systems analysis and/or design and who is able to work without supervision.

- 1.5.24 "Information Systems Employee Level 5" means an information services employee whose normal duties may include programming and who is able to work with minimal supervision.

- 1.5.25 "Information Systems Employee Level 4" means an information services employee whose normal duties may include the management/administration and responsibility for the operation of the employer's total digital information manipulation and processing systems (hardware and software) and who is able to work with minimal supervision.

- 1.5.26 "Information Systems Employee Level 3" means an information services employee whose normal duties may include data systems design, processing and documentation and who is able to work with minimal supervision.

- 1.5.27 "Information Systems Employee Level 2" means an information services employee whose normal duties may include data systems design, processing and documentation and who is able to work under medium supervision.

- 1.5.28 "Information Systems Employee Level 1" means an information services employee whose normal duties may include data manipulation and processing and who works under supervision.

- 1.5.29 "Part-time Employee" means an employee, other than a Casual Employee, engaged as such to regularly work more than 10 but fewer than 38 ordinary hours each week.

- 1.5.30 "Photogrammetrist" means an employee appointed as such by the employer at a specific classification level under this Award who is the holder of a degree in photogrammetry or is the holder of a related degree containing a significant photogrammetric component or who has relevant practical experience to the satisfaction of the employer, e.g. Photogrammetrist Level 3.

- 1.5.31 "Photogrammetrist Level 3" means a Photogrammetrist who has at least 5 years' experience as a photogrammetrist and is able to work without supervision and supervise other photogrammetrists and other staff and whose duties include management and co-ordination of photogrammetry projects and resources.

- 1.5.32 "Photogrammetrist Level 2" means a Photogrammetrist who has at least 2 years' experience as a Photogrammetrist and is able to work with minimum supervision.

- 1.5.33 "Photogrammetrist Level 1" means an employee who has less than 2 years' practical experience in photogrammetry and works under supervision or who has more than 2 years' practical experience in photogrammetry and still requires supervision.
- 1.5.34 "Photographic Laboratory Manager" means an employee appointed as such whose duties include the overall management and co-ordination of all activities in a photographic laboratory including supervision of staff, estimating and administration.
- 1.5.35 "Photographic Laboratory Operator" means an employee who develops film and makes photographic products of aerial and other photographic material.
- 1.5.36 "Planner" means an employee appointed as such by the employer at a specific classification level under this Award who has completed a relevant degree in town planning at a recognised educational institution (or equivalent qualifications) and whose normal duties are as described below by reference to a specific classification level, for example, "Planner Level 6".
- 1.5.37 "Planner Level 6" means a town planner who is eligible to be a corporate member of the Royal Australian Planning Institute and whose duties include all aspects of strategic and detailed planning, including supervision of relevant staff, and who works without supervision.
- A Planner Level 6 performs duties requiring the application of mature professional planning knowledge. With scope for individual accomplishment and co-ordination of more difficult assignments, the Planner deals with problems for which it is necessary to modify established guides and devise new approaches.
- 1.5.38 "Planner Level 5" means a town planner who is eligible to be a corporate member of the Royal Australian Planning Institute and whose duties include all aspects of strategic and detailed planning and who works under minimal supervision.
- Duties are assigned only in terms of broad objectives, and are reviewed for policy, soundness of approach, accomplishment and general effectiveness.
- 1.5.39 "Planner Level 4" means a town planner who is eligible to be a corporate member of the Royal Australian Planning Institute and has attained at least the academic qualifications required for a town planner 3 and who has subsequently completed 2 years working experience in town planning and whose duties include all aspects of detailed planning and who works under minimal supervision.
- Work is carried out within broad guidelines requiring conformity with overall objectives, relative priorities and necessary co-operation with other units.
- 1.5.40 "Planner Level 3" means a town planner who is eligible to be a graduate member of the Royal Australian Planning Institute and who has completed a Master of Urban and Regional Planning, or a relevant 4 year degree in a town planning discipline, and whose duties include general activities associated with detailed planning and who works under medium supervision.
- Work is carried out without detailed supervision, but with guidance on unusual features and the Planner is engaged on more responsible planning assignments requiring substantial professional judgement.
- 1.5.41 "Planner Level 2" means a town planner who is eligible to be a graduate member of the Royal Australian Planning Institute and who has completed a relevant post graduate diploma, and whose duties include preparation of town planning reports and applications and who works under supervision.
- Work carried out requires accuracy and adherence to prescribed methods and standards. Work is reviewed by a more senior Planner or appropriate other more senior employee for validity, adequacy, methods and procedures.
- 1.5.42 "Planner Level 1" means a town planner whose duties include preparation of town planning reports and applications and who works under supervision.
- Work carried out requires accuracy and adherence to prescribed methods and standards. Work is reviewed by a more senior Planner or appropriate other more senior employee for validity, adequacy, methods and procedures.
- 1.5.43 "Senior Photographic Laboratory Operator" means an employee appointed as such who develops film and makes photographic products of aerial and other photographic material and has at least 4 years' experience and is able to work with minimum supervision.
- 1.5.44 "Surveying" means the act or process of determining the form, contour, position, area, height, depth or any other similar particulars of the earth's surface, whether on land or water, or of any natural or artificial features on, below or

above any part of that surface or planning the position or the length and direction of the bounding lines of any part of that surface, or of any such natural or artificial features thereof and includes the making or obtaining of a plan or plans thereof. It includes the acquisition, management, interpretation and analysis of data; the portrayal and dissemination of derived information in written, graphical, numerical, digital, photographic or magnetic media; and associated consulting, design, drafting, administration, management and technical support activities.

1.5.45 "Surveyor" means an employee appointed as such at a specific classification level under this Award by the employer and who is registered as a Surveyor under the *Surveyors Act 2003* and the Surveyors Regulation 2004 whose normal duties are as described below by reference to a specific classification level, for example, 'Surveyor Level 6'.

1.5.46 "Surveyor Level 6" means a Surveyor who is a senior Surveyor whose normal duties may include those included in Level 5 plus general business development and resource allocation, liaison with local governments, government agencies and clients at an advanced level, and who is able to work without supervision. Where duties include cadastral projects at this level, the Surveyor shall have a Cadastral Endorsement under the *Surveyors Act 2003* and the Surveyors Regulation 2004.

A Surveyor Level 6 performs duties requiring the application of mature professional surveying knowledge. With scope for individual accomplishment and coordination of more difficult assignments, the Surveyor deals with problems for which it is necessary to modify established guides and devise new approaches.

1.5.47 "Surveyor Level 5" means a Surveyor who is a senior Surveyor whose normal duties include those included in Level 4 plus liaison with local governments, government agencies and clients, determination of project technical and financial requirements and who is able to work with the minimum of supervision. Where duties include cadastral projects at this level, the Surveyor shall have a Cadastral Endorsement under the *Surveyors Act 2003* and the Surveyors Regulation 2004.

Duties are assigned only in terms of broad objectives, and are reviewed for policy, soundness of approach, accomplishment and general effectiveness.

1.5.48 "Surveyor Level 4" means a Surveyor who is a technical Surveyor whose normal duties include all office and field operations on large and complex projects including determination of requirements, supervision of office and field staff and who has a working knowledge of appropriate legislation and standards and is able to work with the minimum of supervision. Where duties include cadastral projects at this level, the Surveyor shall have a Cadastral Endorsement under the *Surveyors Act 2003* and the Surveyors Regulation 2004.

Work is carried out within broad guidelines requiring conformity with overall objectives, relative priorities and necessary co-operation with other units.

1.5.49 "Surveyor Level 3" means a Surveyor who is a field Surveyor whose normal duties include office and field operations on projects of medium size and complexity including supervision of office and field staff, and who is able to work under medium supervision.

Work is carried out without detailed supervision, but with guidance on unusual features and the Surveyor is engaged on more responsible surveying assignments requiring substantial professional judgement.

1.5.50 "Surveyor Level 2" means a Surveyor who is a field Surveyor whose normal duties include office and field operations on small and simple projects and who is able to work under medium supervision.

Work is carried out without detailed supervision, but with guidance on unusual features and the Surveyor is engaged on more responsible surveying assignments requiring substantial professional judgement.

1.5.51 "Surveyor Level 1" means a Surveyor whose normal duties include document research, field work and office checks on their own work, and who is able to follow general work instructions on simple projects and works under general supervision.

Work carried out requires accuracy and adherence to prescribed methods and standards. Work is reviewed by a more senior Surveyor or appropriate other more senior employee for validity, adequacy, methods and procedures.

1.5.52 "Surveying Associate" means an employee appointed as such at a specific classification level under this Award by the employer and whose normal duties are as described below by reference to the specific classification level, for example, "Surveying Associate Level 3":

Provided that a Surveying Associate appointed to perform surveying functions in relation to cadastral surveys shall be registered in a lawful manner under the *Surveyors Act 2003* and the *Surveyors Regulation 2004*.

- 1.5.53 "Surveying Associate Level 3" means a Surveying Associate whose normal duties include field operations on large or complex projects and who is able to work with the minimum of supervision.
- 1.5.54 "Surveying Associate Level 2" means a Surveying Associate whose normal duties include field operations on projects of medium size and complexity and who is able to work under medium supervision.
- 1.5.55 "Surveying Associate Level 1" means a Surveying Associate whose normal duties include field operations as party leader or instrument operator and who works under extensive supervision.
- 1.5.56 "Surveying Graduate A" means an employee appointed as such by the employer and who is registered as such under the *Surveyors Act 2003* and the Surveyors Regulation 2004 if so required by law after having completed the Bachelor of Surveying degree (at Queensland University of Technology) or equivalent and who performs duties as required. If a Surveying Graduate performs duties equivalent to a Surveying Associate (i.e. whose normal duties include field operations as party leader or instrument operator), they must be paid at the higher level.
- 1.5.57 "Surveying Graduate B" means an employee appointed as such by the employer and who is registered under the *Surveyors Act 2003* and the Surveyors Regulation 2004 if so required by law after having completed the Bachelor of Technology degree (at University of Southern Queensland) or equivalent and who performs duties as required. If a Surveying Graduate performs duties equivalent to a Surveying Associate (i.e. whose normal duties include field operations as party leader or instrument operator), they must be paid at the higher level.
- 1.5.58 "Surveying Graduate C" means an employee appointed as such who is the holder of an Associate Diploma in surveying from a recognised educational institution or an equivalent Associate Diploma to the satisfaction of the employer and who performs duties as required. If a Surveying Graduate performs duties equivalent to a Surveying Associate (i.e. whose normal duties include field operations as party leader or instrument operator), they must be paid at the higher level.
- 1.5.59 "Surveying Student A" means an employee engaged as such who is undertaking the Bachelor of Applied Science (Surveying) at the Queensland University of Technology or an equivalent degree course. If a Surveying Student performs duties equivalent to a Surveying Associate (i.e. whose normal duties include field operations as party leader or instrument operator), they must be paid at the higher level.
- 1.5.60 "Surveying Student B" means an employee engaged as such who is undertaking the Bachelor of Technology (Surveying) at the University of Southern Queensland or an equivalent degree course in surveying. If a Surveying Student performs duties equivalent to a Surveying Associate (i.e. whose normal duties include field operations as party leader or instrument operator), they must be paid at the higher level.
- 1.5.61 "Surveying Student C" means an employee engaged as such who is undertaking the Associate Diploma in Surveying at the University of Southern Queensland or the Associate Diploma of Applied Science (Mine Surveying) at TAFE, or an equivalent course. If a Surveying Student performs duties equivalent to a Surveying Associate (i.e. whose normal duties include field operations as party leader or instrument operator), they must be paid at the higher level.
- 1.5.62 "Trainee" is an employee, other than an employee in a classification covered by this Award which relates to a specific surveying, engineering, photogrammetry or town planning classification, who is employed under a traineeship and is registered as a Trainee pursuant to the provisions of the *Training and Employment Act 2000*.
- 1.5.63 "Union" means:
- (a) The Australian Workers' Union of Employees, Queensland;
 - (b) The Association of Professional Engineers, Scientists and Managers, Australia, Queensland Branch, Union of Employees;
 - (c) Queensland Services, Industrial Union of Employees;
 - (d) Australian Municipal, Administrative, Clerical and Services Union, Central and Southern Queensland Clerical and Administrative Branch, Union of Employees;
 - (e) Federated Clerks' Union of Australia, North Queensland Branch, Union of Employees.

1.6 Date of operation

This Award takes effect from 15 May 2006.

1.7 Existing rights and privileges

Nothing in this Award may be deemed or construed to:

- 1.7.1 Reduce the wages or allowances; or
- 1.7.2 Alter unfavourably the terms and conditions of employment applying to any employee immediately prior to the date of operation of this Award. Clause 1.7 does not apply to terms and conditions of employment not covered by provisions of this Award.

PART 2 - FLEXIBILITY

2.1 Enterprise flexibility

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

PART 3 - COMMUNICATION, CONSULTATION AND DISPUTE RESOLUTION

3.1 Grievance and dispute settling procedure

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

- 3.1.1 In the event of an employee having a grievance or dispute the employee shall in the first instance attempt to resolve the matter with the immediate supervisor, who shall respond to such request as soon as reasonably practicable under the circumstances. Where the dispute concerns alleged actions of the immediate supervisor the employee/s may bypass this level in the procedure.
- 3.1.2 If the grievance or dispute is not resolved under clause 3.1.1, the employee or the employee's representative may refer the matter to the next higher level of management for discussion. Such discussion should, if possible, take place within 24 hours after the request by the employee or the employee's representative.
- 3.1.3 If the grievance involves allegations of unlawful discrimination by a supervisor the employee may commence the grievance resolution process by reporting the allegations to the next level of management beyond that of the supervisor concerned. If there is no level of management beyond that involved in the allegation the employee may proceed directly to the process outlined at clause 3.1.5.
- 3.1.4 If the grievance or dispute is still unresolved after discussions mentioned in clause 3.1.2, the matter shall, in the case of a member of a Union, be reported to the relevant officer of that Union and the senior management of the employer or the employer's nominated industrial representative. An employee who is not a member of the Union may report the grievance or dispute to senior management or the nominated industrial representative. This should occur as soon as it is evident that discussions under clause 3.1.2 will not result in resolution of the dispute.
- 3.1.5 If, after discussion between the parties, or their nominees mentioned in clause 3.1.4, the dispute remains unresolved after the parties have genuinely attempted to achieve a settlement thereof, then notification of the existence of the dispute is to be given to the Commission in accordance with the provisions of the Act.
- 3.1.6 Whilst all of the above procedure is being followed, normal work shall continue except in the case of a genuine safety issue.
- 3.1.7 The *status quo* existing before the emergence of the grievance or dispute is to continue whilst the above procedure is being followed.

- 3.1.8 All parties to the dispute shall give due consideration to matters raised or any suggestion or recommendation made by the Commission with a view to the prompt settlement of the dispute.
- 3.1.9 Any Order or Decision of the Commission (subject to the parties' right of appeal under the Act) will be final and binding on all parties to the dispute.
- 3.1.10 Discussions at any stage of the procedure shall not be unreasonably delayed by any party, subject to acceptance that some matters may be of such complexity or importance that it may take a reasonable period of time for the appropriate response to be made. If genuine discussions are unreasonably delayed or hindered, it shall be open to any party to give notification of the dispute in accordance with the provisions of the Act.

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

4.1 Contract of employment

- 4.1.1 (a) Employees may be engaged on a weekly, part-time or casual basis.
- (b) Every employee shall be advised in writing at the time of engagement whether employment is to be on a weekly, part-time or casual basis.
- 4.1.2 (a) Except in the instance of Casual Employees, and except when otherwise agreed in writing between an employer and a weekly or Part-time Employee, one week's notice shall be given by the employee of the termination of service or wages for an equivalent period shall be forfeited in lieu thereof:

Provided that in the instance of the termination of a weekly or Part-time Employee by the employer, notice (or pay in lieu thereof) shall be as required by the Act and clauses 4.5, 4.6 and 4.7.

- (b) All employees, other than field workers, when engaged as casuals may be terminated by one hour's notice on either side. Field workers when employed as casuals may be terminated by one day's notice on either side.
- (c) An employee who is incompetent, or guilty of misconduct, dishonesty or drunkenness, may be dismissed instantly without notice or pay in lieu of notice, but shall be entitled to payment for time actually worked up to the time of dismissal.
- 4.1.3 In the application of clauses 4.1.2(a) and (c), the provisions of clause 4.5.4 shall apply.
- 4.1.4 The provisions of clause 4.1.2 shall apply to the termination of Part-time Employees:

Provided that in the event of such notice not being given, a *pro-rata* amount equivalent to the proportion of one week's salary that the employee's average weekly working hours bears to the ordinary weekly working hours of employees engaged by the week in the employee's classification, shall be paid or forfeited.

4.2 Incidental or peripheral tasks

- 4.2.1 An employer may direct an employee to carry out such duties as are within the limits of the employee's skill, competence and training.
- 4.2.2 An employer may direct an employee to carry out such duties and use such tools and equipment as may be required provided that the employee has been properly trained in the use of such tools and equipment.
- 4.2.3 Any direction issued by an employer pursuant to clauses 4.2.1 and 4.2.2 shall be consistent with the employer's responsibilities to provide a safe and healthy working environment.

4.3 Anti-discrimination

- 4.3.1 It is the intention of the parties to this Award to prevent and eliminate discrimination, as defined by the *Anti-Discrimination Act 1991* and the *Industrial Relations Act 1999* as amended from time to time, which includes:
- (a) discrimination on the basis of sex, marital status, family responsibilities, pregnancy, parental status, age, race, impairment, religion, political belief or activity, trade union activity, lawful sexual activity and association with, or relation to, a person identified on the basis of any of the above attributes;
- (b) sexual harassment; and

(c) racial and religious vilification.

4.3.2 Accordingly, in fulfilling their obligations under the grievance and dispute settling procedure in clause 3.1, the parties to this Award must take reasonable steps to ensure that neither the Award provisions nor their operation are directly or indirectly discriminatory in their effects.

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

4.3.4 Nothing in clause 4.3 is to be taken to affect:

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

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

4.4 Disclosure of qualifications - all employees

4.4.1 A person who is employed, or who has applied for employment, under this Award shall, if and when required to do so, produce to the employer written evidence that the person possesses or has acquired the qualifications claimed to be possessed.

4.4.2 Where an employee has failed to produce to the employer written evidence of possession or acquisition of qualifications claimed to be possessed and subsequently claims to be entitled to payment at the rate prescribed by this Award for employment by that employer in respect of any period during which the employee has failed to produce that evidence, it shall be a defence to the employer if the employer establishes that during the said period the employer did not know and had no reason to believe that the employee possessed or had acquired the qualifications so claimed.

4.5 Termination of employment

4.5.1 Discrimination

(a) Except where it is essential to the proper performance of the work a distinction, exclusion or preference in the employment or termination may not be made on the basis of or influenced by considerations of sex, ethnicity (such as race, colour, national origin), religion, political opinion, social origin, marital status, family responsibility or pregnancy.

(b) Where employment is terminated in contravention of clause 4.5.1(a) it may form the basis of a finding by the Commission of a harsh, unjust or unreasonable dismissal.

4.5.2 Statement of employment

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

4.5.3 Termination by employer

In addition to the notice in clause 4.1, employees over 45 years of age at the time of being given notice and with not less than 2 years' continuous service shall, when terminated by the employer, be entitled to an additional week's notice.

4.5.4 Disputes and claims settlement procedure

Any dispute or claim arising under clause 4.5 should be dealt with in the following manner:

(a) As soon as is practicable after the dispute or claim has arisen, the employee concerned will take the matter up with the employee's immediate supervisor, affording the supervisor the opportunity to remedy the cause of the dispute or claim.

(b) Where any such attempt at settlement has failed or where the dispute or claim is of such a nature that a direct discussion between the employee and the immediate supervisor would be inappropriate, the employee shall notify a duly authorised representative of the employee's Union who, if the representative considers that there is some substance in the dispute or claim shall forthwith take the matter up with the employer or its representative.

- (c) If the matter is not settled it shall be submitted to the Commission which will conciliate with the parties to resolve the issue, or failing settlement by conciliation, shall arbitrate to resolve the issue.

4.5.5 *Time off during notice period*

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

4.6 **Introduction of changes**

4.6.1 *Employer's duty to notify*

- (a) Where an employer has made a definite decision to introduce major 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 the Union(s) concerned.
- (b) "Significant effects" include 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 worked, the need for retraining or transfer of employees to other work or locations and the restructuring of jobs:

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

4.6.2 *Employer's duty to discuss change*

- (a) The employer shall discuss with the employees affected and the relevant Union, *inter alia*, the introduction of the changes referred to in clause 4.6.1, the effects the changes are likely to have on employees and measures to avert or mitigate the adverse effects of such changes on employees.
- (b) The discussions shall commence as early as practicable after a definite decision has been made by the employer to make the changes referred to in clause 4.6.1.
- (c) For the purpose of such discussion, the employer shall provide, in writing to the employees concerned and the 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:

Provided that an employer shall not be required to disclose confidential information, the disclosure of which would be inimical to its interests.

4.7 **Redundancy**

4.7.1 *Discussions before terminations*

- (a) Subject to clauses 4.7.10, 4.7.11, 4.7.12 and 4.7.13, where an employer has made a decision that it no longer wishes the job the employee has been doing to be done by anyone, and this is not due to the ordinary and customary turnover of labour, and that decision may lead to termination of employment, the employer shall hold discussions with the employees directly affected and where relevant the Union(s).
- (b) The discussion shall take place as soon as practicable after the employer has made a decision which will invoke the provisions of clause 4.7.1(a), and shall cover, *inter alia*, the reasons for the proposed terminations, measures to avoid or minimise the terminations and measures to mitigate the adverse effects of any terminations of the employees concerned.
- (c) For the purpose of the discussion the employer shall, as soon as practicable, provide in writing to the employees concerned and the 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:

Provided that an employer shall not be required to disclose confidential information, the disclosure of which would be inimical to its interests.

4.7.2 *Transfer to lower paid duties*

Where an employee is transferred to other duties for reasons set out in clause 4.7.1, the employee shall be entitled to the same period of notice of transfer as the employee would have been entitled to if the employee's employment had been terminated and the employer may, at the employer's option, make payment in lieu thereof of an amount equal to the difference between the former ordinary time rate of pay and the new lower ordinary time rates for the number of weeks of notice still owing.

4.7.3 *Transmission of business*

- (a) Where a business is, whether before or after the date of this Award, transmitted from an employer (the transmittor) to another employer (the 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) "Business" includes trade, process, business or occupation and includes part of any such business and "transmission" includes transfer, conveyance, assignment or succession whether by agreement or by operation of law and "transmitted" has a corresponding meaning.

4.7.4 *Time off during notice period*

- (a) Where a decision has been made to terminate an employee in the circumstances outlined in clause 4.7.1, the employee shall be allowed up to one day's time off without loss of pay during each week of notice for the purpose of seeking other employment.
- (b) If the employee has been allowed paid leave for more than one day during the notice period for the purpose of seeking other employment, the employee shall, at the request of the employer, be required to produce proof of attendance at an interview or the employee shall not receive payment for the time absent. For this purpose a statutory declaration will be sufficient.

4.7.5 *Notice to Centrelink*

Where a decision has been made to terminate employees in circumstances outlined in clause 4.7.1, the employer shall notify Centrelink thereof as soon as possible giving relevant information, including a written statement of the reasons for the terminations, the number and categories of the employees likely to be affected and the period over which the terminations are intended to be carried out.

4.7.6 *Severance pay*

In addition to the period of notice prescribed for ordinary termination in clause 4.1 and subject to further order of the Commission, an employee whose employment is terminated after 30th September 1993 for reasons set out in clause 4.7.1, shall be entitled to the following amounts of severance pay:

| Period of Continuous Service | Severance pay |
|---|---------------|
| 1 year or less | nil |
| 1 year and up to the completion of 2 years | 4 weeks' pay |
| 2 years and up to the completion of 3 years | 6 weeks' pay |
| 3 years and up to the completion of 4 years | 7 weeks' pay |
| 4 years and over | 8 weeks' pay |

"Weeks' pay" means the ordinary time rate of pay for the employee concerned:

Provided that the severance payments shall not exceed the amount which the employee would have earned if employment with the employer had proceeded to the employee's normal retirement date.

4.7.7 *Superannuation benefits*

Subject to further order of the Commission where an employee who is terminated receives a benefit from a superannuation scheme other than those prescribed by clause 5.4, the employee shall only receive under clause 4.7.6 the difference between the severance pay specified in that clause and the amount of the superannuation benefit such employee receives which is attributable to employer contributions. If this superannuation benefit is greater than the amount due under clause 4.7.6 then the employee shall receive no payment under clause 4.7.6.

4.7.8 *Employee leaving during notice*

An employee whose employment is terminated for reasons set out in clause 4.7.1 may terminate such employment during the period of notice, and, if so, shall be entitled to the same benefits and payments under clause 4.7 had such employee remained with the employer until the expiry of such notice:

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

4.7.9 *Alternative employment*

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

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

Clause 4.7 shall not apply to employees with less than one year's continuous service and the general obligation on employers should be not more than to give relevant employees an indication of the impending redundancy at the first reasonable opportunity, and to take such steps as may be reasonable to facilitate the obtaining by the employees of suitable alternative employment.

4.7.11 *Employees exempted*

Clause 4.7 shall not apply:

- (a) where employment is terminated as a consequence of misconduct on the part of the employee;
- (b) to employees engaged for a specific period of time or for a specified task or tasks, provided the period has expired or the specified task has been completed; or
- (c) to Casual Employees, seasonal employees or employees engaged by the day or hour.

4.7.12 *Employers exempted*

Subject to an order of the Commission, in a particular redundancy case, clause 4.7 shall not apply to employers who employ less than 20 employees.

4.7.13 *Incapacity to pay*

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

PART 5 - WAGES AND WAGE RELATED MATTERS

5.1 Wages

5.1.1 Each employee shall be paid such rate of wages as shown in clauses 5.1.2 and 5.1.3 as is indicated by reference to the classification level definitions in clause 1.5 after taking into consideration the employee's duties, responsibilities, accountabilities, scope of work, qualifications and years of experience..

5.1.2 (a) Minimum weekly rate - The minimum weekly rate of wages for the following classes of employees in the Southern Division Eastern District shall be:

| Nominal Relativity | Per Week \$ | Classification & Professional Stream | Classification & Support Stream | Classification & Clerical Stream |
|---------------------------|--------------------|---|--|---|
| LEVEL A 210% | 1,114.90 | Engineer L6 Planner L6 | Information Systems Employee L6 | - |
| LEVEL B 180% | 989.80 | Engineer L5 Planner L5 | Information Systems Employee L5 | - |
| LEVEL C 160% | 906.30 | Engineer L4 | - | - |
| LEVEL D 150% | 868.60 | Engineer L3 Planner L4 | Information Systems Employee L4 Photogrammetrist L3 | - |
| LEVEL E 145% | 847.70 | Engineer L2 | Supervising Drafter Photo Lab Manager | - |

| Nominal Relativity | Per Week \$ | Classification & Professional Stream | Classification & Support Stream | Classification & Clerical Stream |
|---------------------------|--------------------|---|--|---|
| LEVEL F 135% | 806.00 | Engineer L1 | Photogrammetrist L2 Information Systems Employee L2 | - |
| LEVEL G 130% | 784.60 | Planner L3 | - | - |
| LEVEL H 125% | 770.60 | Planner L2 | Photogrammetrist L1 Information Systems Employee L1 Drafter/ CAD Operator L3 | - |
| LEVEL I 115% | 722.60 | Planner L1 | Senior Photo Lab Operator | - |
| LEVEL J 110% | 703.70 | - | - | Clerical Employee L5 |
| LEVEL K 105% | 682.90 | - | Drafter/CAD Operator L2 | Clerical Employee L4 |
| LEVEL L 100% | 662.00 | - | Photo Lab Operator | Clerical Employee L3 |
| LEVEL M 92% | 613.30 | - | Field Worker L3 Drafter/CAD Operator L1 | Clerical Employee L2 |
| | 613.30 | Surv. Student A & B (on campus or external) (2nd year and thereafter) | - | - |
| | 610.40 | Surv. Student A & B (on campus or external) (1st year) | - | - |
| LEVEL N 87% | 607.40 | - | - | Clerical Employee L1 |
| | 607.40 | Surv. Student C (2nd year) | | |
| | 597.30 | Surv. Student C (1st year) | | |
| LEVEL O 82% | 594.80 | - | Field Worker L2 | - |
| LEVEL P 78% | 576.80 | - | Field Worker L1 | - |

- (b) No reduction - No employee shall experience a reduction in ordinary time earnings as a result of the introduction of the above classifications and wages.
- (c) Progression between Levels - Progression between one classification level and another shall occur when an employee's job changes so as to fall principally or wholly within the classification definition of that other classification level, and not otherwise.
- (d) Progression within Levels - Employees whose classification and rate of pay are expressed in this Award by reference to years of service or pay points, shall advance in pay to the next highest rate of pay within their respective classification level on each successive anniversary date after their first appointment to that classification level, until they reach the highest rate of pay in that classification level. They shall then remain on the rate of pay for the highest year of service or pay point in that classification level until they are appointed to another classification level.
- (e) Dispute as to appropriate classification and pay point - In the event of any dispute as to appropriate classification of an employee the matter is to be dealt with under clause 3.1. This applies at the translation to the new classification and wages arrangements upon the commencement of this Award and at any time thereafter.

Note: The rates of pay in this Award are intended to include the arbitrated wage adjustment payable under the 1 September 2009 Declaration of General Ruling and earlier Safety Net Adjustments and arbitrated wage adjustments. This arbitrated wage adjustment may be offset against any equivalent amount in rates of pay received by employees whose wages and conditions of employment are regulated by this Award which are above the wage rates prescribed in the Award. Such payments include wages payable pursuant to certified agreements, currently operating enterprise flexibility agreements, Queensland workplace agreements, award amendments to give effect to enterprise agreements and overaward arrangements. Absorption which is contrary

to the terms of an agreement is not required.

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

- 5.1.3 (a) Minimum weekly rate - The minimum weekly rate of wages for surveying classifications in the Southern Division (Eastern District) shall be as set out hereunder as from the respective dates of operation:

| Classification | Per week \$ |
|---|----------------|
| Level P1 (Surveyor Level 6) | 1,298.00 |
| Level P2 (Surveyor Level 5) | 1,182.40 |
| Level P3 (Surveyor Level 4) | 1,066.70 |
| Level P4 (Surveyor Level 3) | 1,037.80 |
| Level P5 (Surveyor Level 2) (Surveying Associate Level 3) | 1,008.90 |
| Level P6 (Surveyor Level 1) | 980.00 |
| Level P7 (Surveying Associate Level 2) | 960.10 |
| Level P8 (Surveying Associate Level 1) (Surveying Graduate A) | |
| Y3 | 951.10 |
| Y2 | 936.60 |
| Y1 | 922.20 |
| Level P9 (Surveying Graduate B) | |
| Y3 | 864.40 |
| Y2 | 850.30 |
| Y1 | 835.50 |
| Level P10 (Surveying Graduate C) | |
| Y3 | 777.60 |
| Y2 | 756.30 |
| Y1 | 743.20 |

- (b) No reduction - No employee shall experience a reduction in ordinary time earnings as a result of the introduction of the above classifications and wages schedules.
- (c) Progression between Levels - Progression between one classification level and another shall occur when an employee's job changes so as to fall principally or wholly within the classification definition of that other classification level, and not otherwise.
- (d) Progression within Levels - Employees whose classification and rate of pay are expressed in this Award by reference to years of service or pay points, shall advance in pay to the next highest rate of pay within their respective classification level on each successive anniversary date after their first appointment to that classification level, until they reach the highest rate of pay in that classification level. They shall then remain on the rate of pay for the highest year of service or pay point in that classification level until they are appointed to another classification level.
- (e) Dispute as to appropriate classification and pay point - In the event of any dispute as to appropriate classification of an employee the matter is to be dealt with under clause 3.1. This applies at the translation to the new classification and wages arrangements upon the commencement of this Award and at any time thereafter.

Note: The rates of pay in this Award are intended to include the arbitrated wage adjustment payable under the 1 September 2009 Declaration of General Ruling and earlier Safety Net Adjustments and arbitrated wage adjustments. This arbitrated wage adjustment may be offset against any equivalent amount in rates of pay

received by employees whose wages and conditions of employment are regulated by this Award which are above the wage rates prescribed in the Award. Such payments include wages payable pursuant to certified agreements, currently operating enterprise flexibility agreements, Queensland workplace agreements, award amendments to give effect to enterprise agreements and overaward arrangements. Absorption which is contrary to the terms of an agreement is not required.

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

5.1.4 *Juniors - clerical and administrative* - Wages of juniors shall be calculated as the following percentages of general clerk:

| | Percentage of minimum adult rate |
|----------------|-------------------------------------|
| | % |
| Under 16 years | 45 |
| 16-17 years | 50 |
| 17-18 years | 55 |
| 18-19 years | 65 |
| 19-20 years | 75 |
| 20-21 years | 85 |

5.1.5 *Field workers under 19 years of age*

Employees 18 years of age and over who perform the ordinary duties of an adult employee shall be paid not less than the Award rate for an adult employee for the respective district for the class of work on which they are engaged.

Employees under 18 years of age shall be paid 60% of the minimum Award rate applying to labourers for the respective district.

Employees 18 years and under 19 years of age who perform duties other than those ordinarily performed by adult employees shall be paid 75% of the minimum Award rate applying to labourers for the respective district.

5.1.6 Wage rates for employees engaged by the week shall be calculated in multiples of 10 cents with any result of 5 cents or more being taken to the next highest 10 cent multiple.

5.1.7 The weekly wages expressed in this Award for professional classifications and classifications for students and Surveying Associates contain compensation for reasonable out-of-hours responsibilities other than authorised overtime and for the usual disabilities associated with the building industry and with civil construction and maintenance work.

5.1.8 *Casual Employees*

- (a) A Casual Employee shall be paid 23% in addition to the ordinary Award rate of pay for the class of work upon which such employee is engaged with a minimum payment as for 2 hours' work for each engagement.
- (b) A Casual Employee shall be entitled to the payment of any applicable Award allowances based *pro rata* on the number of hours worked in relation to the ordinary hours of a weekly hired employee in such Casual Employee's classification.
- (c) A Casual Employee shall also be entitled to the benefits of this Award in relation to overtime and work done on public holidays, and occupational superannuation and long service leave where such are applicable to that employee.
- (d) Except in accordance with clauses 5.1.8(a), (b) and (c) a Casual Employee is not entitled to the benefit of any other Award provision.

The rate of pay calculated for casuals in accordance with clause 5.1.8 includes payment for such matters as annual leave and annual leave loading, sick leave, bereavement leave, notice of termination, and public holidays not worked.

5.1.9 *Part-time Employees*

- (a) A Part-time Employee shall be paid at the same hourly rate as a weekly employee for the class of work upon which the employee is engaged.

- (b) A Part-time Employee shall be entitled to the payment of any applicable award allowances based *pro rata* on the number of hours worked in relation to the ordinary hours of a weekly-hired employee in such Part-time Employee's classification.
- (c) A Part-time Employee shall be paid as for a minimum of 3 hours' work for any day when the employee performs work.
- (d) A Part-time Employee shall be entitled to annual leave, sick leave and bereavement leave in accordance with the provisions of this Award.
- (e) Where a rate of pay is expressed as being by reference to a pay point or by years of service, a Part-time Employee shall complete 1976 ordinary hours before advancing to the next paypoint or by the next year of service.

5.1.10 *Divisional and District parities*

Employees employed outside the Eastern District of the Southern Division shall be paid the following amounts in addition to the salaries prescribed by clauses 5.1.2 and 5.1.3 for employees employed within that District:

| | Adults per week \$ |
|-------------------------------------|--------------------------|
| Northern Division, Eastern District | 1.05 |
| Northern Division, Western District | 3.25 |
| Mackay Division | 0.90 |
| Southern Division, Western District | 1.05 |

5.2 Allowances

5.2.1 *Vehicle allowance*

Where it is agreed that an employee is required to use their private vehicle on the employer's business an employee shall be paid reasonable compensation, but shall not receive payment whether as a separate allowance or as a component of a remuneration package at a rate less than the applicable rate set out below:

| Category of vehicle | Allowance per km cents |
|----------------------|------------------------------|
| Up to 1.6 litres | 51 |
| 1.601 - 2.600 litres | 61 |
| 2.601 - 3.000 litres | 62 |
| Over 3.000 litres | 63 |
| 4WD vehicles only | \$1.00 |

If a motor vehicle is provided and private use is allowed, the agreed value of private usage cannot be used to offset any part of the applicable wage payable under this Award, unless mutually agreed in writing:

Provided that no other condition of employment or allowance can be offset by the private usage component.

5.2.2 *Equipment and instruments*

All equipment and instruments, necessary for the employee's efficient conduct of the employer's practice, shall be provided by the employer.

The employee to whom such equipment and instruments are supplied shall be personally responsible for their care and shall return such to the employer in good order and condition (subject to normal wear and tear) when required to do so.

5.2.3 *Site allowances*

Site allowances shall not be granted on any site unless application has been made to the Commission and the Commission is satisfied that extraordinary disabilities exist that warrant compensation.

The Commission shall determine the quantum of that allowance and its duration. Site allowance shall not be payable for normal operations undertaken by employees covered by this Award.

5.2.4 *Wet work and foul conditions allowance*

- (a) Where employees are required to work in conditions where their clothing becomes wet they shall be provided with suitable waterproof clothing in first class condition, and footwear shall be provided to the employees by the employer.
- (b) Where such is not provided and an employee, in the performance of duties, works in areas either above or below ground and gets clothing wet, the employee shall be paid for any work performed under these conditions at the rate of time and a-half.

Such payment shall continue until the employee finishes work for the day or is able to change into dry clothing.

- (c) Notwithstanding clause 5.2.4(b), all work performed in sewers shall be paid for at the rate of time and a-half.
- (d) Notwithstanding clause 5.2.4 (b), all work performed in swamps, mud flats and still soft areas recently filled by dredging shall be paid for at the rate of time and a-half:

Provided further that the foregoing allowance for wet places shall not be payable in addition to the allowance prescribed in clause 5.2.3 for construction etc. disabilities.

5.3 **Payment of wages**

5.3.1 Except where otherwise agreed between the employer and the employee, wages shall be paid weekly or fortnightly at the employer's discretion provided that if it is not convenient to an employee to be paid by electronic funds transfer the employer shall pay that employee by cash or cheque. Upon request from an employee an employer may pay wages monthly at the rate of 1/12th of annual wages per month provided that monthly payments are not made later than the 5th day of the month following the month in which wages are earned.

5.3.2 In the case of dismissal of an employee or of an employee leaving the service of the employer after the prescribed notice has expired, the employee shall be paid all wages due within 15 minutes of ceasing work.

An employee being discharged or leaving without notice shall be paid all wages due within 24 hours of the termination of employment.

5.4 **Occupational superannuation**

5.4.1 *Application* - In addition to the rates of pay prescribed by this Award, eligible employees, as defined herein, shall be entitled to occupational superannuation benefits, subject to the provisions of clause 5.4.

5.4.2 *Contributions*

- (a) Amount - As from 1 January 2005 every employer shall contribute on behalf of each eligible employee an amount calculated at 9% of the employee's ordinary time earnings, into an approved fund, as defined in clause 5.4.3(a). Each such payment of contributions shall be rounded off to the nearest 10 cents:

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

- (b) Regular payment - The employer shall pay such contributions to the credit of each such employee at least once each calendar month or in accordance with the requirements of the approved fund trust deed.
- (c) Minimum level of earnings - As from 1 January 2005 no employer shall be required to pay superannuation contributions on behalf of any eligible employee in respect of any month during which the employees' ordinary time earnings, as defined, is less than \$450.00.
- (d) Absences from work - Contributions shall continue to be paid on behalf of an eligible employee during any absence on paid leave such as annual leave, long service leave, public holidays, sick leave and bereavement leave, but no employer shall be required to pay superannuation contributions on behalf of any eligible employee during any unpaid absences except in the case of absence on workers' compensation.
- (e) Other contributions - Nothing in clause 5.4 shall preclude an employee from making contributions to a fund in accordance with the provisions thereof.
- (f) Cessation of contributions - An employer shall not be required to make any further contributions on behalf of an eligible employee for any period after the end of the ordinary working day upon which the contract of employment ceases to exist.

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

5.4.3 Definitions

- (a) "Approved Fund" means a Fund approved for the purposes of clause 5.4 by the Commission as one to which occupational superannuation contributions may be made by an employer on behalf of an employee, as required by clause 5.4.
- (b) "Eligible employee" means any employee who has been employed by the employer during 5 consecutive weeks and who has worked a minimum of 50 hours during that period. After completion of the above qualifying period, superannuation contributions shall then be made in accordance with clause 5.4.2 effective from the commencement of that qualifying period.
- (c) "Fund" means a superannuation fund as defined in the *Occupational Superannuation Standards Act 1987* and satisfying the superannuation fund conditions in relation to a year of income, as specified in that Act and complying with the operating standards as prescribed by Regulations made under that Act. In the case of a newly established fund, the term shall include a superannuation fund that has received a notice of preliminary listing from the Insurance and Superannuation Commissioner.
- (d) "Ordinary time earnings" means the actual ordinary rate of pay the employee receives for ordinary hours of work including shift loading, skill allowances and supervisory allowances where applicable. The term includes any overaward payment as well as casual rates received for ordinary hours of work. Ordinary time earnings shall not include overtime, disability allowances, commission, bonuses, lump sum payments made as a consequence of the termination of employment, annual leave loading, penalty rates for public holiday work, fares and travelling time allowances or any other extraneous payments of a like nature.

5.4.4 Approved funds

For the purposes of clause 5.4 an approved fund shall be:

- (a) Clerical Administrative Retail Employees Superannuation Plan (CARE).
- (b) Sunsuper.
- (c) Northern Superannuation Fund.
- (d) Brown & Pluthero Staff Superannuation Fund.
- (e) BHP Staff Superannuation Fund.
- (f) Professional Employees Superannuation Fund.
- (g) Despite the named funds in clauses 5.4.4 (a) to (f), an employee and employer may agree in writing to pay required contributions into a complying superannuation fund in accordance with section 405 of the Act.
- (h) Any fund agreed between an employer and an employee who holds a Certificate issued pursuant to the Act where membership of a Fund cited in clause 5.4 would be in conflict with the conscientious beliefs of that employee in terms of section 115 of the Act.
- (i) As to employees who belong to the religious fellowship known as the Brethren, who hold a Certificate issued pursuant to section 115 of the Act and are employed by an employer who also belongs to that fellowship any fund nominated by the employer and approved by the Brethren.
- (j) In relation to any particular employer, any other established fund to which that employer may already actually be making regular and genuine contributions in accordance with clause 5.4.2 on behalf of at least a significant number of that employer's employees as at 29 September 1989 and continues to make such contributions.
- (k) The employer and employee may agree to have the employee's superannuation contributions made to an approved superannuation fund, other than those specified in this Award.
 - (i) Any such agreement must be recorded in writing and signed by the employer and employee and kept on the employee's file.

- (ii) A person must not coerce someone else to make an agreement.
- (iii) Such agreement, where made, will continue until such time as the employer and employee agree otherwise, and shall be made available to relevant persons for the purposes of sections 371 and 373 (inspection of time and wage records) of the Act.
- (iv) Any dispute arising out of this process will be handled in accordance with the grievance and dispute settling procedure as contained in clause 3.1.

5.4.5 *Challenge of a fund*

- (a) An eligible employee being a member or potential member of a Fund, as well as the relevant Union, may by notification of a dispute challenge a fund on the grounds that it does not meet the requirements of clause 5.4.
- (b) Notwithstanding that the Commission determines that a particular fund does not meet the requirements of clause 5.4, the Commission may in its discretion and subject to any recommendation, direction or order it may make recognise any or all of the contributions previously made to that fund as having met the requirements or part thereof of clause 5.4.2 up to and including the date of that determination.
- (c) In the event of any dispute over whether any fund complies with the requirements of clause 5.4, the onus of proof shall rest upon the employer.

5.4.6 *Fund selection*

- (a) No employer shall be required to make or be prevented from making at any one time, contributions into more than one approved fund. Such fund, other than a fund referred to in clause 5.4.4, shall be determined by a majority decision of employees.
- (b) The initial selection of a fund recognised in clause 5.4.4 shall not preclude a subsequent decision by the majority of employees in favour of another fund recognised under clause 5.4.4 where the long-term performance of the fund is clearly disappointing.

Where clause 5.4.6 has been utilised and as a result another approved fund is determined, access to a further re-appraisal of the fund for the purpose of favouring yet another fund shall not be available until a period of 3 years has elapsed after that utilisation.

5.4.7 *Enrolment*

- (a) Each employer to whom clause 5.4 applies shall as soon as practicable as to both current and future eligible employees:
 - (i) notify each employee of the employee's entitlement to occupational superannuation;
 - (ii) consult as may be necessary to facilitate the selection by employees of an appropriate fund within the meaning of clause 5.4.4;
 - (iii) take all reasonable steps to ensure that upon the determination of an appropriate fund each eligible employee, receives, completes, signs and returns the necessary application forms provided by the employer to enable that employee to become a member of the fund; and
 - (iv) submit all completed application forms and any other relevant material to the Trustees of the fund.
- (b) Each employee upon becoming eligible to become a member of a Fund determined in accordance with clause 5.4 shall:
 - (i) complete and sign the necessary application forms to enable that employee to become a member of that fund; and
 - (ii) return such forms to the employer within 28 days of receipt in order to be entitled to the benefit of the contributions prescribed in clause 5.4.2.
- (c) Where an employer has complied with the requirements of clause 5.4.7(a) and an eligible employee fails to complete, sign and return the application form within 28 days of receipt by the employer of that form, then that employer shall:
 - (i) advise an eligible employee in writing of the non-receipt of the application form and further advise the

eligible employee that continuing failure to complete, sign and return such form within 14 days could jeopardise the employee's entitlement to the occupational superannuation benefit prescribed by clause 5.4;

- (ii) in the event that an eligible employee fails to complete, sign and return such application form within the specified period of 14 days be under no obligation to make any occupational superannuation contributions in respect of such eligible employee excepting as from any subsequent date from which completed and signed application form is received by the employer;
 - (iii) in the event that an eligible employee fails to return a completed and signed application form within a period of 6 months from the date of the original request by the employer, again advise that eligible employee in writing of the entitlement and that the receipt by the employer of a completed and signed application form is a pre-requisite to the payment of any occupational superannuation contributions;
 - (iv) at the same time as advising the eligible employee pursuant to clause 5.4.7(c)(iii) submit both to the Chief Industrial Inspector, Brisbane and to the Secretary of the relevant Union a copy of each letter forwarded by it to the eligible employee pursuant to clauses 5.4.7(c)(i) and 5.4.7(c)(iii).
- (d) Where an employer fails to provide an eligible employee with an application form in accordance with clause 5.4.7(a)(iii) it shall be obliged to make contributions as from the date of operation of clause 5.4 or from the date an employee became an "eligible employee" if that occurs thereafter provided that an eligible employee completes, signs and returns to the employer an application form within 28 days of being provided with the application form by the employer. Where an eligible employee fails to complete, sign and return an application form within such period of 28 days the provisions of 5.4.7(c) shall apply.

5.4.8 *Unpaid contributions*

Subject to Chapter 11, Part 2, Division 5 of the Act and to clause 5.4.5, where the discretion of the Commission has been exercised, should it be established that the employer has failed to comply with the requirements of clause 5.4.2 in respect of any eligible employee such employer shall be liable to make the appropriate contributions retrospectively to the date of eligibility of the employee, plus an amount equivalent to the rate of return those contributions would have attracted in the relevant approved fund, or as necessary a fund to be determined by the Commission under clause 5.4, had they been paid on the due dates.

The making of such contributions satisfies the requirements of clause 5.4 excepting that resort to clause 5.4.8 shall not limit any common law action which may be available in relation to death, disablement of any similar cover existing within the terms of a relevant fund.

5.4.9 *Record keeping*

The employer shall be required to maintain records of time worked for the purposes of establishing the employee's entitlement to occupational superannuation, and of payments made to the approved fund in similar form to time and wage records required to be kept in accordance with the Act and shall have such records available for inspection by an Industrial Inspector or Officer of the Union, authorised pursuant to that Act.

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

6.1 Hours of work

6.1.1 The ordinary working hours of all employees covered by this Award shall not exceed an average 76 hours each fortnight or an average 152 hours in any one 28 consecutive day cycle exclusive of meal breaks and may be worked on any day of the week, Monday to Sunday inclusive.

6.1.2 *When working away from camp* - The time of working shall start from the time of leaving the camp and shall be continuous except for breaks for meals, and shall include time in excess of one half-hour occupied in returning to the camp.

The Surveyor or other representative of the employer shall determine the travelling time allowed.

When the employer considers it necessary on account of tidal or flood waters, or to cater for the needs of the industry, work may be done outside the spread of ordinary working hours without payment of overtime:

Provided the ordinary number of working hours agreed upon in any one day is not exceeded.

6.1.3 *Maximise available working time* - All employees shall observe the nominated starting and finishing times for the work day, including designated weeks, to maximise available working time. Preparation for work and cleaning up of the employee's person after work shall be in the employee's time.

6.1.4 The ordinary working hours prescribed herein for all employees shall not exceed 12 hours on any one day:

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

6.2 Overtime

6.2.1 All time worked in excess of ordinary working hours shall be deemed to be overtime and shall be paid for at the rate of time and a-half:

Provided that all overtime worked by shift workers shall be paid for at the rate of double time.

6.2.2 A minimum of 2 hours payment at the prescribed rate shall apply to overtime work performed by any employee on any day.

6.2.3 An employer may require any employee to work reasonable overtime and such employee shall work overtime in accordance with such requirement.

6.2.4 No overtime shall be worked without the permission of or under instructions from the employer or the employer's duly authorised representative, and compensation for same shall be claimed at the next ensuing date for payment.

6.2.5 No compensation for overtime shall accrue in the event of a survey party having to travel by train or other conveyance when moving from one survey camp to another.

Clause 6.2.5 shall not apply if the employee has worked 4 hours or more at field work on the day occupied in travelling.

6.2.6 *Compensation for overtime* - An employer shall compensate each employee for all authorised overtime worked either by:

(a) payment at the rate of time and a-half (or double time if a shift worker); or

(b) taking clause 6.2.6(a) into account in the fixing of annual remuneration, but at the end of each financial year the annual remuneration must have as a minimum included all payment for overtime worked during the year; or

(c) granting other compensation such as special additional paid leave as may be agreed between the parties equivalent to the period of overtime worked.

An employee may with the agreement of the employer elect to accumulate such special paid leave and take all or part of it at any time agreed by the employer in the ensuing 6 months:

Provided that all such special paid leave accumulated but not taken at the end of each financial year shall be paid out to the employee at the employee's then prevailing rate of pay.

6.3 Meal breaks

6.3.1 Except where otherwise agreed between an employer and an employee, all employees required to work 5 hours or more on any day shall be entitled to and be allowed an unpaid meal break of at least 30 minutes between the end of the 3rd and before the commencement of the 6th hour after the ordinary starting time on any day.

6.3.2 Notwithstanding the provisions of clause 6.3.1, the parties recognise the need and agree to vary the meal time without penalty to cater for work situations.

6.3.3 Any employee who is required to continue working for more than one hour after the ordinary ceasing time shall be provided with an adequate meal by the employer free of charge or be paid an amount of \$9.60 in lieu thereof:

Provided that no meal need be provided or payment made to an employee:

(a) living in the same locality as their place of work who can reasonably return home for any such meal; or

(b) who would not normally take a meal at that time of the day.

6.3.4 Shift workers shall be allowed a 30 minutes paid meal break during each shift of at least 6 hours' duration:

6.4 Rest pauses

- 6.4.1 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 their daily work. Such rest pauses shall be taken at such times as will not interfere with continuity of work where continuity is necessary.
- 6.4.2 The rest pauses may be combined into one 20 minute rest pause to be taken in any ordinary working day and arranged with the taking of the meal break in such a way that the ordinary working day is broken into 3 approximately equal working periods.
- 6.4.3 Part-time Employees and Casual Employees who work 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. Such 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.

6.5 Shift work

- 6.5.1 Shift work may be worked by employees in any classification in accordance with clause 6.5.
- 6.5.2 The ordinary working hours of shift workers in any shift roster cycle shall not exceed the number of ordinary hours of work to be performed by non-shift workers in the same classification over the same cycle period and shall be inclusive of crib time.

The ordinary working hours of shift workers may be averaged over a period of one, 2, 3 or 4 fortnights, or in the instance of continuous shift work, such period as may be agreed between the employer and the majority of employees concerned.

- 6.5.3 Each rostered shift within the hours prescribed by clause 6.5.2 shall be of 8 hours' duration:

Provided that with agreement between the employer and the majority of employees concerned, shifts of more or less than 8 hours may be worked.

- 6.5.4 *Allowance for afternoon and night shift* - In addition to the rates of pay prescribed by clause 5.1, employees whilst engaged on afternoon and night shift work, as defined, shall be paid an additional penalty rate for each such shift as follows:

| | |
|-----------------|--|
| Afternoon shift | 12.5% (or \$9.70 whichever is the greater) |
| Night shift | 15% (or \$9.70 whichever is the greater). |

The percentage which is quoted shall be the amount which is payable for each shift in addition to the employee's ordinary time wage rate.

This allowance shall not apply to work performed on a Saturday and Sunday and public holidays when extra payments apply for such work.

- 6.5.5 For the purposes of clause 6.5:

- (a) "Day shift" shall commence at or after 6.00 a.m. and before 12 noon.
- (b) "Afternoon shift" shall commence at or after 12 noon and before 6.00 p.m.
- (c) "Night shift" shall commence at or after 6.00 p.m. and before 6.00 a.m.

PART 7 - LEAVE OF ABSENCE AND PUBLIC HOLIDAYS

7.1 Annual leave

- 7.1.1 Every employee (other than a Casual Employee) covered by this Award shall at the end of each year of their employment be entitled to annual leave on full pay as follows:

- (a) not less than 5 weeks if employed on shift work where 3 shifts per day are worked over a period of 7 days per week; and
- (b) not less than 4 weeks in any other case.

- 7.1.2 Such annual leave shall be exclusive of any public holiday which may occur during the period of that annual leave

and (subject to clause 7.1.5) shall be paid for by the employer in advance:

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

7.1.3 If the employment of any employee is terminated at the expiration of a full year of employment, the employer shall be deemed to have given the leave to the employee from the date of the termination of the employment and shall forthwith pay to the employee in addition to all other amounts due to the employee, their pay calculated in accordance with clause 7.1.5, for 4 weeks and also ordinary pay for any public holiday occurring during such period of 4 weeks.

7.1.4 If the employment of any employee is terminated before the expiration of a full year of employment, such employee shall be paid, in addition to all other amounts due to the employee, an amount equal to 1/12th of the employee's pay for the period of employment calculated in accordance with clause 7.1.5.

Unless the employee shall otherwise agree the employer shall give the employee at least 2 weeks' notice of the date from which the employee's annual leave shall be taken.

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

- (a) Shift workers - Subject to clause 7.1.5(c) the rate of wage to be paid to a shift worker shall be the rate payable for work in ordinary time according to the employee's roster or projected roster, including Saturday, Sunday or holiday shifts.
- (b) Leading hands - Subject to clause 7.1.5(c), leading hand allowances and amounts of a like nature otherwise payable for ordinary time worked shall be included in the wages to be paid to employees during annual leave.
- (c) All employees - Subject to clause 7.1.5(d), in no case shall the payment by an employer to an employee be less than the sum of the following amounts:
 - (i) the employee's ordinary wage rate as prescribed by the Award for the period of the annual leave (excluding shift premiums and week-end penalty rates);
 - (ii) leading hand allowance or amounts of a like nature;
 - (iii) a further amount calculated at the rate of 17.5% of the amounts referred to in clauses 7.1.5(c)(i) and 7.1.5(c)(ii).
- (d) Clause 7.1.5(c) shall not apply to the following:
 - (i) any period or periods of annual leave exceeding:
 - (A) 5 weeks in the case of employees employed in a calling where 3 shifts per day are worked over a period of 7 days per week; or
 - (B) 4 weeks in any other case.
 - (ii) employers (and their employees) who are already paying (or receiving) an annual leave bonus, loading or other annual leave payment which is not less favourable to employees.

7.1.6 If a public holiday falls on a day that a continuous worker or shift worker is rostered off, the employee shall have an extra day added to their annual leave.

7.1.7 Annual leave shall be taken within 12 months of the date on which it falls due except when by agreement with the employer it is deferred to a later date.

7.1.8 By mutual agreement between an employer and an employee annual leave may be taken in not more than 3 periods at least 2 of which shall be of at least one week's duration each.

7.1.9 Part-time Employees shall be entitled to annual leave in accordance with clause 7.1:

Provided that in the instance of Part-time Employees, the calculation of "full pay" shall be based upon the average

number of hours worked per week during the employee's year of employment.

7.1.10 Notwithstanding any other provision of this Award, an employer who observes a Christmas close-down may require an employee to take annual leave or part thereof at the time of the close-down.

An employee who has not accumulated leave under clause 7.1 to cover a Christmas close-down shall not be paid for leave taken but not due.

7.2 Sick leave

7.2.1 Entitlement

(a) Every employee, except casuals and school-based apprentices and trainees, is entitled to 76 hours' sick leave for each completed year of their employment with their employer:

Provided that Part-time Employees accrue sick leave on a proportional basis.

(b) This entitlement will accrue at the rate of 7.6 hours' sick leave for each 6 weeks of employment.

(c) Payment for sick leave will be made based on the number of hours which would have been worked by the employee if the employee were not absent on sick leave.

(d) Sick leave may be taken for part of a day.

(e) Sick leave shall be cumulative, but unless the employer and employee otherwise agree, no employee shall be entitled to receive, and no employer shall be bound to make, payment for more than 13 weeks' absence from work through illness in any one year.

7.2.2 Employee must give notice

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

7.2.3 Evidence supporting a claim

When the employee's absence is for more than 2 days the employee is required to give the employer a doctor's certificate, or other reasonably acceptable evidence, about the nature and approximate duration of the illness.

7.2.4 Accumulated sick leave

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

(a) The employee is absent from work on unpaid leave granted by the employer;

(b) The employer or employee terminates the employee's employment and the employee is re-employed within 3 months;

(c) The employee's employment is terminated because of illness or injury and the employee is re-employed by the same employer without having been employed in the interim.

The employee accumulates sick leave entitlements whilst absent from work on paid leave granted by the employer.

7.2.5 Workers' compensation

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

7.2.6 Absenteeism control measures

Where an employee's record of attendance at work deteriorates to a level unsatisfactory to the employer, the employer may require the employee to produce satisfactory medical evidence which may include a doctor's certificate before payment of sick leave is made.

An employee to whom clause 7.2.6 applies shall be entitled to be represented by someone of the employee's choice in any discussion on this matter with the employer.

7.3 Long service leave

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

7.4 Family leave

The provisions of the Family Leave Award 2003 apply to and are deemed to form part of this Award.

7.4.1 It is to be noted that:

- (a) part-time work can be performed by agreement in the circumstances specified in the Family Leave Award 2003;
- (b) a copy of the Family Leave Award 2003 is required to be displayed in accordance with section 697 of the Act.

7.4.2 The Family Leave Award 2003 also provides for the terms and conditions of leave associated with:

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

7.5 Bereavement leave

7.5.1 *Full-time and Part-time Employees*

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

7.5.2 *Long-term Casual Employees*

- (a) A long-term Casual Employee is entitled to at least 2 days' unpaid bereavement leave on the death of a member of the person's immediate family or household in Australia.
- (b) A "long-term Casual Employee" is a Casual Employee engaged by a particular employer, on a regular and systematic basis, for several periods of employment during a period of at least 1 year immediately before the employee seeks to access an entitlement under clause 7.5.2.

7.5.3 "Immediate family" includes:

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

7.5.4 *Unpaid leave*

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

7.6 Public holidays

7.6.1 All work done by any employee on:

- 1 January;
- 26 January;
- Good Friday;

- Easter Saturday (the day after 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.

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

7.6.2 *Labour Day*

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

7.6.3 *Annual show*

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

7.6.4 *Double time and a-half*

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

7.6.5 *Stand down*

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

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

7.6.7 Part-time employees shall be entitled to the provisions of clause 7.6:

Provided that payment shall only be made for hours actually worked, with the appropriate minimum payments applied where necessary:

Provided further that a Part-time Employee who usually works 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 otherwise have been worked on that day.

7.6.8 *Substitution*

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

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

7.7 **Study leave**

7.7.1 Students undertaking a course of studies approved by their employer as being relevant to their work under this Award shall be granted on those occasions when it is requested and required by the Rules of the Authority or Institution

administering their various study disciplines, time off, without loss of payment, to attend any course or examination related to those disciplines. Such time off shall be for the duration of each of the compulsory elements of the course approved and for reasonable travel time to attend and return from such elements. Unless the employer has required the employee to undertake such course of studies the employee shall bear the cost of same including the cost of fees and travel.

This benefit of time off (whether with or without pay) shall not apply where the employee concerned is engaged upon work for the employer involving the employee's absence from home overnight or where the absence of such employee from the place of work would unduly interfere with the operation of the business of the employer.

7.7.2 On request by the employer, the employee shall furnish proof of their attendance at any such course or examination.

7.8 Continuing professional development leave (CPD)

7.8.1 Each permanent employee shall be entitled to paid continuing professional development (CPD) leave up to a maximum of 3 days per year to attend approved professional training courses or approved career development courses.

Approved courses are such courses or training arrangements established and made available by professional organisations of which the employee is a member or of which the employee is eligible to be a member, or other recognised courses which would be relevant to the employee's skills enhancement within the surveying industry.

7.8.2 Such CPD leave shall not accumulate from year to year and if not taken in any calendar year, will lapse as an entitlement.

7.8.3 The employer's consent to CPD leave shall not be unreasonably withheld and, in each case, shall be by application to the employer by the employee. The employee shall give one month's notice of desire for such leave and such leave shall not interfere unduly with the operation of the business.

7.8.4 In situations where more than 3 days CPD leave is requested by the employee to attend special courses, the employer may agree to such extension of this leave under conditions acceptable to both employer and the employee. The employer should not unreasonably withhold such request.

7.8.5 A record of CPD leave shall be kept in respect to each employee.

7.9 Jury service

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

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

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

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

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

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

8.1 Employees required to work from aircraft

Where any employee is required, in the conduct of the employer's practice, to work in an aircraft or flying machine of any type, in flight, that employee shall be insured by the employer on all occasions when such aerial work is necessary.

The amount of such insurance shall be not less than the amount currently required by the *Civil Aviation (Carrier's Liability) Act 1959*.

8.2 Fares and travelling time

- 8.2.1 An employee who, on any day or from day to day, is required to work at a job away from the employee's accustomed office shall, at the direction of the employer, present for work at such job at the usual starting time.
- 8.2.2 An employee to whom 8.2.1 applies shall be paid at ordinary rates for time spent in travelling between home and the job and shall be reimbursed for any fares incurred in such travelling, but only to the extent that the time so spent and the fares so incurred exceed the time normally spent and the fares normally incurred in travelling between the home and accustomed office.
- 8.2.3 An employee who, with the approval of the employer, uses their own means of transport for travelling to or from outside jobs shall be paid the amount of excess fares and travelling time which would have been incurred in using public transport unless there is an arrangement with the employer for a regular allowance.
- 8.2.4 For travelling during working hours from and to the employer's place of business or from one job to another, an employee shall be paid by the employer at ordinary rates up to a maximum of 8 hours on any one day. The employer shall pay all fares and reasonable expenses in connection with such travelling.
- 8.2.5 If an employee is directed by the employer to work permanently in a different locality which requires the employee to change their place of residence, the employer shall pay all reasonable relocation expenses relating to fares, temporary lodging (if necessary), and the transport of the employee and the employee's immediate family who will be living with the employee and effects from the former place of residence to the new place of residence, at a mutually agreed rate.

8.3 Provision account

All accounts in connection with camp messing arrangements shall be submitted to the employees at a reasonable time before settlement of the same, and in any event shall be made up and submitted every 4 weeks, and shall be charged against the employees' wages. An employee who leaves or is discharged prior to the monthly settlement of the mess account, shall be charged the average cost for the preceding month.

PART 9 - TRAINING AND RELATED MATTERS

No provisions inserted in this Award relevant to this Part.

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

10.1 Wet weather

- 10.1.1 The representative of the employer who is on-site and in charge of the work shall decide whether or not it is too wet to work.
- 10.1.2 The employees shall hold themselves in readiness to commence work at any time required by the representative of the employer.
- 10.1.3 In the event that wet weather prevents the performance of work arranged, employees may be required to undertake any other duty within their competence until the work which was disrupted by wet weather can be resumed.

If there are no other duties for an employee to complete, whilst waiting for work to resume, then the employee must still be paid for their normal work hours. An employee cannot be made to make up lost time after normal hours, without compensation for overtime.

10.2 Protective clothing and equipment

- 10.2.1 Employers and employees covered by this Award shall comply with the provisions of the *Workplace Health and Safety Act 1995* and Regulations thereunder to the extent that any such provisions apply to them or work upon which they are engaged.
- 10.2.2 The employer shall supply all safety clothing and equipment required by the said Act and Regulations except for footwear.

10.3 Distant work accommodation

- 10.3.1 Where an employee is directed by the employer to proceed to work at such a distance that the employee cannot return to home each night and the employee does so, the employer shall provide the employee with suitable board and lodging or shall pay the expenses reasonably incurred by the employee for board and lodging.
- 10.3.2 Suitable board and lodging for the purpose of clause 10.3, means full board and lodging at a hotel, motel, guest house, construction camp, or sea-going vessel.
- 10.3.3 Notwithstanding the provisions of clauses 10.3.1 and 10.3.2, the employer shall provide camping accommodation, or may provide a caravan, when the work exceeds 14 calendar days on the one site, or when the job site is located in excess of half an hour's travelling time or is in excess of 50 kilometres from suitable board and lodging, as defined in clause 10.3.2.
- 10.3.4 Conditions applicable to living in camp or for camping out shall be as prescribed in clause 10.4.

10.4 Camping conditions

- 10.4.1 Where for the performance of the employee's work it is necessary for an employee to live away from their usual place of residence by living in camp or other accommodation provided by the employer such employee shall be provided by the employer with board and accommodation free of charge and without deduction from the employee's wages in accordance with clause 10.4

The board and lodging shall be of a reasonable and sufficient standard.

10.4.2 *Camping allowance*

- (a) Such an employee shall be paid a camping allowance of \$13.80 for each day (including Saturday and Sunday) the employee lives in camp.
- (b) An employee who lives in a camp during the week and returns home for a weekend or part of a weekend but is not absent from the job for any of the ordinary working hours, shall be paid camping allowance for each of the employee's normal working days in that week.
- (c) An employee who returns home or is otherwise absent from camp for not more than 2 nights during such week but who does not absent themselves from the job shall nevertheless be deemed to live in camp during the week and shall be entitled to the allowance for each of the normal working days in that week.

- 10.4.3 Where an employee is required to live in camp for a period of 3 months or more at any one site the standard of accommodation shall be the same as the minimum standards applicable from time to time to employees in established camps (of 3 months or more duration) covered by the *Local Government Employees (Excluding Brisbane City Council) Award - State 2003*, or any award that replaces such award.

- 10.4.4 (a) Where employees in the performance of their work have to camp out at the one site for a period of less than 3 months' duration the employer shall supply sufficient tent accommodation on each job to properly house the employees employed. Such accommodation shall be limited to tents and flies.

- (b) Suitable tents and flies, stretchers, camp and cooking utensils shall be supplied free of charge by the employer, and the erection of all such camps shall be done in the employer's time.

- 10.4.5 *Water and firewood* - The employer shall supply all necessary water to the employees at the camp, and shall also supply a sufficient quantity of firewood for domestic purposes, if water and firewood are not readily obtainable within 200 metres from the camp.

- 10.4.6 Efficient lighting shall be provided by means of kerosene pressure lamps, electric lights, or other lights. Lighting equipment shall be maintained in good order and condition and fuel shall be provided free of cost to the employee.

- 10.4.7 *Showers* - Showers of the bucket type, suitably screened, shall be provided by the employer for the use of employees.

- 10.4.8 *Refrigerators* - Where the mess system is in operation, and a cook is employed, a refrigerator shall be supplied by the employer.

- 10.4.9 Where there are 4 or more persons in the survey party, exclusive of the cook, a cook shall be supplied and paid by the Surveyor, and the cook shall pay the cook's share of the mess account.

Where no cook is employed, a member of the party shall be delegated by the Surveyor to do any necessary cooking

for the party, and shall be paid overtime rates as set out in clause 6.2 for all time worked in excess of the hours specified in clause 6.1 for a field worker.

PART 11 - AWARD COMPLIANCE AND UNION RELATED MATTERS

Preamble

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

11.1 Right of entry

11.1.1 Authorised industrial officer

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

11.1.2 Entry procedure

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

11.1.3 Inspection of records

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

11.1.4 Discussions with employees

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

- (a) matters under the Act during working or non-working time; and

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

11.1.5 *Conduct*

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

11.2 Time and wages record

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

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

11.2.2 The time and wages record must also contain:

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

11.2.3 The employer must keep the record for 6 years.

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

11.3 Union encouragement

Preamble.

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

11.3.1 *Documentation to be provided by employer*

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

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

11.3.2 For the purpose of clause 11.3, the relevant Union/s shall be those Unions that have the eligibility to enrol members within at least one of the callings provided for in this Award. Those Unions are:

- (a) The Australian Workers' Union of Employees, Queensland;
- (b) The Association of Professional Engineers, Scientists and Managers, Australia, Queensland Branch, Union of Employees;
- (c) Queensland Services, Industrial Union of Employees;
- (d) Australian Municipal, Administrative, Clerical and Services Union, Central and Southern Queensland Clerical and Administrative Branch, Union of Employees;
- (e) Federated Clerks' Union of Australia, North Queensland Branch, Union of Employees.

11.3.3 *Deduction of Union fees*

Membership application forms made available by the relevant Union/s to the employer shall be given to employees at the point of engagement.

Where arrangements can be entered into, upon authorisation from the employee/s in writing to the employer, Union membership dues or fees as levied by the Union in accordance with its rules, may be deducted from the pay of employees who are members of the relevant Union/s. Such monies collected shall be forwarded to the relevant Union/s.

11.3.4 *Union delegates*

A person elected or appointed as a Union delegate shall, upon notification to their employer, be recognised as the accredited representative of the Union.

A Union delegate shall have the right during working hours to discuss with employee/s and/or an authorised Union official, work related matters which are of direct concern to any employee or to convey information relating to the workplace to employees provided work in progress is not unduly interfered with.

The employer shall advise new employees as to which, if any, of the employer's employees are a Union delegate relevant to their work and shall introduce the new employee to the Union delegate.

11.4 Award posting

A copy of this Award, amended as necessary from time to time, shall be displayed in such a position so as to be easily read by the employees covered by this Award, as required by the Act.

Dated 29 June 2006.

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

Operative Date: 15 May 2006

Government Printer, Queensland

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