

QUEENSLAND INDUSTRIAL RELATIONS COMMISSION

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

**SURVEYORS' LABOURERS AND COOKS AWARD - STATE 2003**

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

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

Dated 1 November 2010.

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

**SURVEYORS' LABOURERS AND COOKS AWARD - STATE 2003**

**PART 1 - APPLICATION AND OPERATION**

**1.1 Title**

This Award is known as the Surveyors' Labourers and Cooks Award - State 2003.

**1.2 Arrangement**

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### **1.3 Date of operation**

This Award takes effect from 13 October 2003.

### **1.4 Award coverage**

1.4.1 This Award shall apply to employees (other than employees of the Crown or employees employed under the Surveying (Private Practice) Award - State) engaged as surveyors' labourers and cooks in the State of Queensland.

1.4.2 As to the employers named in the Schedule to this Award the provisions of the Award are modified in accordance with the requirements of the Order listed in such Schedule.

## **1.5 Exemption from coverage**

1.5.1 Except as provided for in clause 1.4.18 of the Civil Construction, Operations and Maintenance General Award - State 2003, provisions of this Award relating to civil construction, maintenance and operations shall apply *only* to Joint Boards and Local Authorities within the meaning of the *Local Government Act 1993* (Excluding the Brisbane City Council) and Aboriginal Councils within the meaning of the *Community Services (Aborigines) Act 1984* and Island Councils within the meaning of the *Community Services (Torres Strait) Act 1984*:

1.5.2 Except as provided for in clause 1.4.18 of the Civil Construction, Operations and Maintenance General Award - State 2003, this Award shall *not* apply to contractors and/or subcontractors to the bodies mentioned in clause 1.5.1 engaged in civil construction, maintenance and operations who shall from that date be covered by the Civil Construction, Operations and Maintenance General Award - State 2003.

1.5.3 The following is exempted in terms of clause 1.4.18 of the Civil Construction, Operations and Maintenance General Award - State 2003:

"1.4.18 Employees of Private Practice Surveyors engaged on work of the following nature:

(a) Cadastral Surveys:

- (i) identification and/or redefinition of and checking boundaries;
- (ii) subdivision for the creation of new boundaries;
- (iii) surveys for the creation of easements and leases and any other land title matter requiring survey.

(b) Engineering Surveys:

- (i) all pre-construction surveys for design purposes; or

(c) employees of Private Practice Surveyors in the following categories:

- (i) professionally and/or technically qualified employees;
- (ii) supervisors and party leaders;
- (iii) surveying students and trainees under the *Training and Employment Act 2000*;
- (iv) employees covered by any other Award."

## **1.6 Definitions**

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

1.6.2 "Commission" means the Queensland Industrial Relations Commission.

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

## **1.7 Area of operation**

For the purposes of this Award, the following shall be the Districts for surveyors' labourers and cooks:

1.7.1 *District 1 (Brisbane)* includes the counties of Aberdeen, Aubigny, Auburn, Bentinck, Boondooma, Bowen, Bulwer, Canning, Carnarvon, Cavendish, Churchill, Clive, Cook, Dawson, Derby, Fitzroy, Fortescue, Fraser, Labouchere, Lennox, Lytton, Mackenzie, March, Marsh, Merivale, Newcastle, Pring, Rawbelle, Rogers, Stanley, Tingara, Ward, Wicklow, and Yarrol.

1.7.2 *District 2 (Charleville)* includes the counties of Bando, Belmore, Bundara, Burenda, Burrandilla, Cassilis, Cogoon, Chesterton, Dublin, Elgin, Glanworth, Kennedy, Kungie, Langlo, Maranoa, Munga, Mungallala, Nebine, Nive, Noorama, Orrery, Palmer, Ross, Toomoo, Ularanda, Waldegave, Warrong, Wellington (part east of the Paroo River), and Westgrove.

1.7.3 *District 3 (Thargomindah)* includes the counties of Abbotsford, Bulgroo, Bulloo, Burarie, Cameron, Carruthers, Conbar, Cooper, Curralle, Durham, Gordon, Grey, Haddon, Humeburn, Kyabra, Kyrunda, McKinlay, Nickavilla

Norley, Numalla, Paroo, Pender, Pitteroo, Tanbar, Titheroo, Thunda, Wellington (part west of the Paroo River), Wilson, Windula, and Wyara.

- 1.7.4 *District 4 (Rockhampton)* includes the counties of Bauhinia, Bell, Buckland, Cairns, Clermont, Clinton, Consuelo, Denison, Deas Thompson, Dickson, Drury, Ferguson, Flinders, Grosvenor, Humboldt, Killarney, Kimberley, Leura, Liebig, Livingstone, Murchison, Pakington, Palmerston, Plantagenet, Pelham, Raglan, Roper, Rutledge, Talbot, Wodehouse, and Wooroona.
- 1.7.5 *District 5 (Longreach)* includes the counties of Barcoo, Beaufort, Belyando, Cheviot, Claude, Coorajah, Coreena, Cumberland (part south of parishes of Lambeth, Bangall, and Apex), Drummond, Evora, Fermoy, Gayundah, Gowan, Maneroo, Mexico, Mitchell, Musgrave, Paluma, Portland, Rodney, Ruthven, Tambo, Windeyer, Wolseley, Wooroolah, Vergemont, and Youranigh.
- 1.7.6 *District 6 (Boulia)* includes the counties of Amaroo, Binburie, Brighton, Buckingham, Carramotta, Currawilla, Daroo, Diamantina, Durrie, Eurinye, Eyre, Farrar, Georgina, Glengyle, Hamilton, Malwa, Mayne, Monkira, Mowarra, Nyama, Roseberry, Rosebrook, Sandringham, Sturt, Toko, Warbreccan, Warburton, Weramo, Weringa, Wills, and Windsor.
- 1.7.7 *District 7 (Townsville)* includes the counties of Albany, Banks, Bolwarra, Burdekin, Cardwell, Carlisle, Chataway, Chelmsford, Clarke, Copperfield, Dagmar, Dalrymple, Davenport, Drake, Elphinstone, Foxton, Gladstone, Griffith, Gunnawarra, Herbert, Hillalong, Hodgkinson, Lynd, Lyndhurst, Mosman, Murray, Nares, O'Connell, Philip, Salisbury, Sellheim, Solander, Tate, Wairuna, Wilkie Gray, and Wrotham.
- 1.7.8 *District 8 (Hughenden)* includes the counties of Albion, Ayrshire, Chudleigh, Cumberland (part north of and including, the parishes of Lambeth, Bagnall, and Apex), Douglas, Dutton, Eddington, Elderslie, Esmeralda, Fielding, Gilbert, Glenora, Kynuna, Lang, Manfred, Manuke, Oondoroo, Percy, Richmond, Rupert, Savannah, Saxby, Taldora, Toorak, Towerhill, Uanda, Victor, Walker, Wokingham, Wongalee, Woodstock, Woolgar, Woura, and Yappar.
- 1.7.9 *District 9 (Cloncurry)* includes the counties of Allison, Argylla, Beaconsfield, Brahe, Canobie, Chatsworth, Granada, Gregory, Kamileroi, Landsborough, Merlin, Morstone, Nash, Piturie, Rochedale, Selwyn, Tweinga, Undilla, Waverley, and Wonomo.
- 1.7.10 *District 10 (Normanton)* includes the counties of Archer, Balurga, Buller, Burke, Byerley, Carpentaria, Coen, Cootah, Dulhunty, Dunbar, Einasleigh, Etheridge, Franklin, Gould, Hann, Howett, Iffley, Jardine, Kalkah, Kendall, King, Koolatah, Lamington, Lukin, Maramie, Marga, Melville, Mueller, Nicholson, Norman, Oaklands, Parker, Pera, Porchester, Shelbourne, Sidmouth, Somerset, Stokes, Strathleven, Strathmore, Surrey, Talawanta, Torres, Walsh, Warner, Weipa, Wellesley, Wentworth, Weymouth, Wondoola, Yagoonya, and York.

## **1.8 Parties bound**

This Award is legally binding upon the employees as prescribed by clause 1.4 and their employers, and the Union and its members.

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

- 3.1.1 The parties to this Award are committed to co-operating positively to increase the efficiency, productivity and competitiveness of the industries covered by this Award and to enhance the career opportunities and job security of employees in such industries.

3.1.2 At each plant or enterprise, an employer, the employees and the Union commit themselves to establishing a consultative mechanism and procedures appropriate to the size, structure and needs of that plant or enterprise. Measures raised by the employer, employees or Union for consideration consistent with the objectives of clause 3.1.1 shall be processed through that consultative mechanism and procedures.

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

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

3.2.1 In the event of an employee having a grievance or dispute the employee shall in the first instance attempt to resolve the matter with the immediate supervisor, who shall respond to such request as soon as reasonably practicable under the circumstances. Where the dispute concerns alleged actions of the immediate supervisor the employee/s may bypass this level in the procedure.

3.2.2 If the grievance or dispute is not resolved under clause 3.2.1, the employee or the employee's representative may refer the matter to the next higher level of management for discussion. Such discussion should, if possible, take place within 24 hours after the request by the employee or the employee's representative.

3.2.3 If the grievance involves allegations of unlawful discrimination by a supervisor the employee may commence the grievance resolution process by reporting the allegations to the next level of management beyond that of the supervisor concerned. If there is no level of management beyond that involved in the allegation the employee may proceed directly to the process outlined at clause 3.2.5.

3.2.4 If the grievance or dispute is still unresolved after discussions mentioned in clause 3.2.2, the matter shall, in the case of a member of the Union, be reported to the relevant officer of the Union and the senior management of the employer or the employer's nominated industrial representative. An employee who is not a member of the Union may report the grievance or dispute to senior management or the nominated industrial representative. This should occur as soon as it is evident that discussions under clause 3.2.2 will not result in resolution of the dispute.

3.2.5 If, after discussion between the parties, or their nominees mentioned in clause 3.2.4, the dispute remains unresolved after the parties have genuinely attempted to achieve a settlement thereof, then notification of the existence of the dispute is to be given to the Commission in accordance with the provisions of the Act.

3.2.6 Whilst all of the above procedure is being followed, normal work shall continue except in the case of a genuine safety issue.

3.2.7 The *status quo* existing before the emergence of the grievance or dispute is to continue whilst the above procedure is being followed.

3.2.8 All parties to the dispute shall give due consideration to matters raised or any suggestion or recommendation made by the Commission with a view to the prompt settlement of the dispute.

3.2.9 Any Order or Decision of the Commission (subject to the parties' right of appeal under the Act) will be final and binding on all parties to the dispute.

3.2.10 Discussions at any stage of the procedure shall not be unreasonably delayed by any party, subject to acceptance that some matters may be of such complexity or importance that it may take a reasonable period of time for the appropriate response to be made. If genuine discussions are unreasonably delayed or hindered, it shall be open to any party to give notification of the dispute in accordance with the provisions of the Act.

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

### **4.1 Employment categories**

4.1.1 Employees (other than casual employees) covered by this Award shall be advised in writing of their employment category upon appointment.

Employment categories are:

(a) full-time;

(b) part-time (as prescribed in clause 4.2); or

(c) casual (as prescribed in clause 4.3).

## **4.2 Part-time employment**

### **4.2.1 Part-time employees - employees of Local Authorities**

Part-time employees may be engaged on the following terms:

- (a) A part-time employee means a full-time employee who is engaged to work on predetermined days of the week for a regular number of hours, being more than 10 but less than 38 hours per week. Except as hereinafter provided, all conditions provided for full-time employees shall apply to part-time employees.
- (b) Part-time employees shall be paid an hourly rate equal to 1/38th of the full-time rate prescribed by clause 5.2 for the classification under which they are engaged.
- (c) A part-time employee who works in excess of the ordinary daily or full-time hours prescribed in the contract of employment shall be paid overtime in accordance with clause 6.4 (Overtime).
- (d) Part-time employees shall be entitled to receive *pro rata* entitlements to annual leave, public holidays, sick leave, bereavement leave and long service leave, in accordance with the provisions contained in this Award.

## **4.3 Casual employment**

4.3.1 A casual employee means an employee whose engagement may be terminated by one day's notice on either side, and the total duration of whose engagement does not exceed 2 weeks.

4.3.2 The ordinary rates shall be computed by dividing the full-time rate by the ordinary working hours prescribed and by adding 23% per hour to the ordinary rates.

## **4.4 Incidental or peripheral tasks**

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

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

4.4.3 Any direction issued by an employer pursuant to clauses 4.4.1 and 4.4.2 shall be consistent with the employer's responsibilities to provide a safe and healthy working environment.

## **4.5 Anti-discrimination**

4.5.1 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.

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

4.5.3 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.

4.5.4 Nothing in clause 4.5 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.

## **4.6 Termination of employment**

### *4.6.1 Statement of employment*

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

### *4.6.2 Termination by employer*

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

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

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

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

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

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

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

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

### *4.6.3 Notice of termination by employee*

The notice of termination required to be given by an employee shall be 3 days' or a forfeiture of a maximum of 3 days' pay.

### *4.6.4 Time off during notice period*

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

## **4.7 Introduction of changes**

### *4.7.1 Employer's duty to notify*

(a) Where an employer decides to introduce changes in production, program, organisation, structure or technology, that are likely to have significant effects on employees, the employer shall notify the employees who may be affected by the proposed changes and, where relevant, their Union or Unions.

(b) 'Significant effects' includes termination of employment, major changes in the composition, operation or size of the employer's workforce or in the skills required; the elimination or diminution of job opportunities or job tenure; the alteration of hours of work; the need for retraining or transfer of employees to other work or locations and the restructuring of jobs:

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

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

- (a) The employer shall consult the employees affected and, where relevant, their Union or Unions about the introduction of the changes, the effects the changes are likely to have on employees (including the number and categories of employees likely to be dismissed, and the time when, or the period over which, the employer intends to carry out the dismissals), and the ways to avoid or minimise the effects of the changes (e.g. by finding alternative employment).
- (b) The consultation must occur as soon as practicable after making the decision referred to in clause 4.7.1.
- (c) For the purpose of such consultation the employer shall provide in writing to the employees concerned and, where relevant, their union or unions, all relevant information about the changes including the nature of the changes proposed, the expected effects of the changes on employees, and any other matters likely to affect employees, provided that any employer shall not be required to disclose confidential information, the disclosure of which would be adverse to the employer's interests.

### **4.8 Redundancy**

#### 4.8.1 *Consultation before terminations*

- (a) Where an employer decides that the employer no longer wishes the job the employee has been doing to be done by anyone, and this is not due to the ordinary and customary turnover of labour, and that decision may lead to termination of employment, the employer shall consult the employee directly affected and where relevant, their Union or Unions.
- (b) The consultation shall take place as soon as it is practicable after the employer has made a decision, which will invoke the provisions of clause 4.8.1(a) and shall cover the reasons for the proposed terminations, measures to avoid or minimise the terminations and/or their adverse effects on the employees concerned.
- (c) For the purpose of the consultation the employer shall, as soon as practicable, provide in writing to the employees concerned and, where relevant, their Union or Unions, all relevant information about the proposed terminations including the reasons for the proposed terminations, the number and categories of employees likely to be affected, the number of workers normally employed and the period over which the terminations are likely to be carried out:

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

#### 4.8.2 *Transfer to lower paid duties*

- (a) Where an employee is transferred to lower paid duties for reasons set out in clause 4.8.1 the employee shall be entitled to the same period of notice of transfer as the employee would have been entitled to if the employee's employment had been terminated under clause 4.6.
- (b) The employer may, at the employer's option, make payment in lieu thereof of an amount equal to the difference between the former amounts the employer would have been liable to pay and the new lower amount the employer is liable to pay the employee for the number of weeks of notice still owing.
- (c) The amounts must be worked out on the basis of:
  - (i) the ordinary working hours to be worked by the employee; and
  - (ii) the amounts payable to the employee for the hours including for example, allowances, loadings and penalties; and
  - (iii) any other amounts payable under the employee's employment contract.

#### 4.8.3 *Transmission of business*

- (a) Where a business is, whether before or after the date of insertion of this clause in the Award transmitted from an employer (transmittor) to another employer (transmittee), and an employee who at the time of such transmission was an employee of the transmittor of the business, becomes an employee of the transmittee:
  - (i) the continuity of the employment of the employee shall be deemed not to have been broken by reason of such transmission; and
  - (ii) the period of employment which the employee has had with the transmittor or any prior transmittor shall be deemed to be service of the employee with the transmittee.
- (b) In clause 4.8.3, 'business' includes trade, process, business or occupation and includes a part or subsidiary



(which means a corporation that would be taken to be a subsidiary under the Corporations Law, whether or not the Corporations Law applies in the particular case) of any such business and 'transmission' includes transfer, conveyance, assignment or succession whether by agreement or by operation of law and 'transmitted' has a corresponding meaning.

#### 4.8.4 *Time off during notice period*

- (a) Where a decision has been made to terminate an employee in the circumstances outlined in clause 4.8.1, 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.

#### 4.8.5 *Notice to Centrelink*

Where a decision has been made to terminate employees in the circumstances outlined in clause 4.8.1, the employer shall notify Centrelink as soon as possible giving all relevant information about the proposed terminations, including a written statement of the reasons for the terminations, the number and categories of the employees likely to be affected, the number of workers normally employed and the period over which the terminations are intended to be carried out.

#### 4.8.6 *Severance pay*

- (a) In addition to the period of notice prescribed for ordinary termination in clause 4.6.2(a), and subject to further order of the Commission, an employee whose employment is terminated for reasons set out in clause 4.8.1(a), shall be entitled to the following amounts of severance pay:

Period of Continuous Service	Severance Pay (weeks' pay)
Less than 1 year	nil
1 year but not more than 2 years	4
More than 2 years but not more than 3 years	6
More than 3 years but not more than 4 years	7
More than 4 years but not more than 5 years	8
More than 5 years but not more than 6 years	9
More than 6 years but not more than 7 years	10
More than 7 years but not more than 8 years	11
More than 8 years but not more than 9 years	12
More than 9 years but not more than 10 years	13
More than 10 years but not more than 11 years	14
More than 11 years but not more than 12 years	15
More than 12 years	16

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

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

#### 4.8.7 *Superannuation benefits*

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

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

#### 4.8.8 *Employee leaving during notice*

An employee whose employment is terminated for reasons set out in clause 4.8.1(a), may terminate such employment during the period of notice, and, if so, shall be entitled to the same benefits and payments under this clause had such employee remained with the employer until the expiry of such notice:

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

#### 4.8.9 *Alternative employment*

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

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

Clause 4.8 shall not apply to employees with less than one year's continuous service and the general obligation on employers should be no more than to give relevant employees an indication of the impending redundancy at the first reasonable opportunity, and to take such steps as may be reasonable to facilitate the obtaining by the employees of suitable alternative employment.

#### 4.8.11 *Employees exempted*

Clause 4.8 shall not apply:

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

#### 4.8.12 *Employers exempted*

- (a) Subject to an order of the Commission, in a particular redundancy case, clause 4.8 shall not apply to an employer including a company or companies that employ employees working a total of fewer than 550 hours on average per week, excluding overtime, Monday to Sunday. The 550 hours shall be averaged over the previous 12 months.
- (b) A 'company' shall be defined as:
  - (i) a company and the entities it controls; or
  - (ii) a company and its related company or related companies; or
  - (iii) a company where the company or companies has a common Director or common Directors or a common shareholder or common shareholders with another company or companies.

#### 4.8.13 *Exemption where transmission of business*

- (a) The provisions of clause 4.8.6 are not applicable where a business is before or after the date of the insertion of this clause into the Award, transmitted from an employer (transmittor) to another employer (transmittee), in any of the following circumstances:
  - (i) where the employee accepts employment with the transmittee which recognises the period of continuous service which the employee had with the transmittor, and any prior transmittor, to be continuous service of the employee with the transmittee; or
  - (ii) where the employee rejects an offer of employment with the transmittee:
    - (A) in which the terms and conditions are substantially similar and no less favourable, considered on an overall basis, than the terms and conditions applicable to the employee at the time of ceasing employment with the transmittor; and
    - (B) which recognises the period of continuous service which the employee had with the transmittor and any prior transmittor to be continuous service of the employee with the transmittee.
- (b) The Commission may amend clause 4.8.13(a)(ii) if it is satisfied that it would operate unfairly in a particular case, or in the instance of contrived arrangements.

#### 4.8.14 *Incapacity to pay*

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

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

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

## PART 5 - WAGES AND WAGE RELATED MATTERS

### 5.1 Definitions of classifications

- 5.1.1 "Chainperson, Grade II" means a surveyor's labourer with at least 6 months' experience who has satisfied the surveyor with whom they are working that they are capable of carrying out all basic functions as regards measurements, marking of lines, placing of pegs, marking of trees and care of equipment.
- 5.1.2 "Chainperson, Grade I" means a Chainperson, Grade II with at least 18 months' experience as such who has demonstrated to the employer or their representative the ability to carry out cross-sectioning and competently use clinometers and compasses.
- 5.1.3 "Cook" means an employee wholly or principally engaged in preparing or cooking any kind of food, such as poultry, fish, meat, vegetables, etc. Employees engaged in cooking eggs or making toast, teas or bouillon or similar drinks shall not be considered to be doing the work of a cook.
- 5.1.4 "Instrument Hand" means a Chainperson Grade I appointed as such, who is considered competent and is required by the employer to set up a theodolite and use the telescope of the theodolite to control the position of a person or an object in relation to a fixed line, set up a tripod fitted with a tribrach for use with prism targets associated with electronic distance measurement or total stations and operate electronic equipment to detect underground pipes and/or measure water depth, and who is responsible for the care of such equipment.

### 5.2 Wage rates

The minimum rates of wages payable to the following classes of employees shall be:

#### 5.2.1 Adults

	Chainperson Grade II and Cook Per week \$	Chainperson, Grade I Per week \$	Labourers and other employees Per week \$	Instrument Hand Per week \$
District 1	612.80	623.80	594.80	627.00
District 2	614.20	625.20	596.20	628.40
District 3	614.30	625.30	596.30	628.50
District 4	612.80	623.80	594.80	627.00
District 5	614.20	625.20	596.20	628.40
District 6	614.30	625.30	596.30	628.50
District 7	614.20	625.20	596.20	628.40
District 8	616.80	627.90	598.90	631.10
District 9	616.80	627.90	598.90	631.10
District 10	616.80	627.90	598.90	631.10

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

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

### 5.3 Youth wages

- 5.3.1 Youths 18 years of age and over who perform the ordinary duties of an adult shall be paid not less than the full Award rate for the class of work on which they are engaged.
- 5.3.2 Youths under 18 years of age shall be paid 60% of the minimum Award rate applying to labourers for the respective district.
- 5.3.3 Youths 18 years and under 19 years of age who perform duties other than those ordinarily performed by adults shall be paid 75% of the minimum Award rate applying to labourers for the respective district.

## 5.4 Youths

Youths' wages 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.

## 5.5 Allowances

### 5.5.1 *Motor vehicle allowance*

Employees who, in addition to their normal duties, are required to drive motor vehicles, shall be paid an additional amount of 16.1c per hour or part thereof whilst so engaged, such amount to be calculated on a daily basis and to form part of their ordinary full-time wage rates.

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

In addition to the rates prescribed by this Award all employees whilst actually engaged on construction, reconstruction, alteration, repair and/or maintenance work (as defined herein) on site shall be paid an allowance at the rate of \$22.60 per week which shall be treated as part of the ordinary full-time wage for the purposes of this Award to compensate for listed disabilities.

Listed disabilities:

- (a) Climatic conditions where working in the open on all types of work;
- (b) The physical disadvantages of having to climb stairs or ladders;
- (c) Dust blowing in the wind on construction sites;
- (d) Sloppy or muddy conditions;
- (e) Dirty conditions;
- (f) Drippings from newly poured concrete;
- (g) The disability of working on all types of scaffold other than a single plank or bosun's chair;
- (h) The lack of usual amenities associated with factory work; and
- (i) All other present disabilities not specifically compensated or allowed for by any other provision of this Award:

Provided that -

- (i) an employee receiving payment pursuant to clause 5.5.2 shall not be entitled to any payment in relation to dirt money or work in wet places except in the case of employees working in water to a depth of 762mm or more;
- (ii) payment of the allowance prescribed in clause 5.5.2 shall be confined to the period of actual construction, reconstruction, alteration, repair and/or maintenance work as defined for which employees under other Awards of the Commission are entitled to payment of a similar allowance;
- (iii) employees shall not be entitled to this allowance where they are in receipt of an additional payment or disabilities allowance for specific projects.

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

For the purposes of this Award shall mean and include all work performed on site on the construction, reconstruction, alteration, repair and/or maintenance of pipe lines, water towers, reservoirs, dams, barrages, weirs or similar structures, culverts, box culverts, bridges, overpasses and underpasses, kerbing, channelling, roads, traffic islands, concrete ornamental lakes and concrete ornamental gardens, retaining walls, and on land reclamation:

Provided that this definition, shall not, in relation to dams, weirs and barrages include the following classes of work:

- (a) Operation of the dam, weir or barrage;
- (b) Construction or maintenance of tourist facilities;
- (c) Gardening, grass cutting or other agricultural operations.

#### 5.5.4 *Wet places*

Employees working in wet places shall be paid \$3.83 per day in addition to the rates prescribed by this Award.

A place shall be deemed to be "wet":

- (a) when water other than rain is dropping from overhead so that the clothing of employees employed there will become saturated with water; or
- (b) where an employee works without protective waterproof footwear in water and/or slush underfoot to a depth exceeding 50mm; or
- (c) where the employees are required to work in wet grass or undergrowth which causes their feet to become wet:

No place shall be considered wet where employees are not actually working or where the wetness is caused by rain or by a jet or spraying of water;

The foregoing allowance for wet places shall not be payable in addition to the allowance prescribed in clause 5.5.2 for construction etc. disabilities.

#### 5.5.5 *Working in water*

Employees who are required to work in water to a depth exceeding 762mm shall be paid \$1.4425 per hour, with a minimum payment of \$2.885 in addition to the rates prescribed by this Award.

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

### **5.6 Payment of wages**

5.6.1 Wages shall start from the time of leaving the railway station nearest the place of work or the place of engagement, whichever is the shorter distance.

5.6.2 Where facilities for easy withdrawal of monies are available, wages may be paid by electronic funds transfer (EFT) directly into an employee's account in any financial institution provided the employee's wages are available in the account of the employee prior to normal ceasing time of the nominated pay day.

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

### **6.1 Hours of work**

#### 6.1.1 *Day workers*

- (a) The ordinary working hours of employees shall not exceed 40 per week or 8 on any one day, Monday to Friday, and shall be worked at such times as shall be fixed by the surveyor.
- (b) The daily hours of employees (other than cooks) shall be continuous except for meals, and worked between the hours of 6 a.m. and 6 p.m., Monday to Friday.
- (c) The ordinary starting time and ceasing time of employees shall be posted up in a conspicuous place in the camp.
- (d) The time of working (except for cooks and employees engaged in looking after the horses) shall start from the time of leaving the camp or surveyor's office, 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 or surveyor's office.
- (e) The surveyor shall determine the travelling time allowed.
- (f) When the employer considers it necessary on account of tidal or flood waters, or to cater for the needs of the industry, to work outside the ordinary working hours, such work may be done outside the ordinary working hours without payment of overtime provided the ordinary number of working hours agreed upon in any one day is not exceeded.

Notwithstanding the provisions of clause 6.1.1, the parties recognise the need and agree to vary the meal time without penalty to cater for work situations such as concrete pours etc.

#### 6.1.2 *Hours of work - employees of Local Authorities*

- (a) Subject to clause 6.1.3 (Working of a 38 hour week), and subject to the exceptions hereinafter provided, the ordinary hours of work shall be an average of 38 per week, Monday to Friday, to be worked on one of the following bases:
- (i) 38 hours within a work cycle not exceeding 7 consecutive days; or
  - (ii) 76 hours within a work cycle not exceeding 14 consecutive days; or
  - (iii) 114 hours within a work cycle not exceeding 21 consecutive days; or
  - (iv) 152 hours within a work cycle not exceeding 28 consecutive days.
- (b) The ordinary hours of work prescribed herein shall be worked continuously except for meal breaks and rest pauses, between 6.00 a.m. and 6.00 p.m. The spread of hours prescribed herein may be altered as to all or a section of employees provided there is agreement between the Local Authority and the majority of employees concerned.
- (c) Work done outside the hours of 6.00 a.m. to 6.00 p.m. shall be paid at overtime rates and will be deemed to be part of the ordinary hours of work for the purposes of clause 6.1.2.
- (d) The ordinary starting and finishing times of various groups of employees or individual employees, may be staggered, provided that there is agreement between the Local Authority and the majority of employees concerned.
- (e) The ordinary hours of work prescribed herein shall not exceed 10 hours on any day:

Where the ordinary working hours are to exceed 8 on any day, the arrangement of hours shall be subject to the agreement of the Local Authority and the majority of employees concerned:

Where any arrangement of ordinary hours exceeds 8 on any day, the Chief Industrial Inspector and the relevant Union or Unions shall be notified in writing within 14 days of commencement of work under such arrangement.

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

#### 6.1.3 *Working of a 38 hour week - employees of Local Authorities*

- (a) The 38 hour week shall be implemented on one of the following bases, most suitable to each Local Authority, after consultation with, and giving reasonable consideration to the wishes of the employees concerned:
- (i) By employees working less than 8 ordinary hours each day; or
  - (ii) By employees working less than 8 ordinary hours on one or more days each work cycle; or
  - (iii) By fixing one or more work days on which all employees will be off during a particular work cycle; or
  - (iv) By rostering employees off on various days of the week during a particular work cycle, so that each employee has one work day off during that cycle.
- (b) Subject to the provisions of clause 6.1.2(e), employees may agree that the ordinary hours of work are to exceed 8 on any day, thus enabling more than one work day to be taken off during a particular work cycle.
- (c) Notwithstanding any other provision in clause 6.1.3, where the arrangement of ordinary hours of work provides for a rostered day off, the Local Authority and the majority of employees concerned, may agree to accrue up to a maximum of 5 rostered days off. Where such agreement has been reached, the accrued rostered days off shall be taken within 12 calendar months of the date on which the first rostered day off was accrued. Consent to accrue rostered days off shall not be unreasonably withheld by either party.
- (d) Different methods of implementation of the 38 hour week may apply to individual employees, groups or sections of employees in the Local Authority concerned.

#### 6.1.4 *Procedures for individual Local Authority discussions*

- (a) The Local Authority and its employees concerned shall consult over the most appropriate means of

implementing and working a 38 hour week.

- (b) The objective of such consultation shall be to reach agreement on the method on implementing and working the 38 hour week in accordance with clause 6.1.3.
- (c) The outcome of such consultation shall be recorded in writing.
- (d) In cases where agreement cannot be reached as a result of consultation between the parties, either party may request the assistance or advice of the Union or the Local Government Association of Queensland (Incorporated).
- (e) Notwithstanding the consultative procedures outlined above, and notwithstanding any lack of agreement by employees, the Local Authority shall have the right to make the final determination as to the method by which the 38 hour week is implemented or worked from time to time.
- (f) After implementation of the 38 hour week, upon giving 7 days' notice or such shorter period as may be mutually agreed upon, the method of working the 38 hour week may be altered, from time to time, following negotiations between the Local Authority and employees concerned, utilising the foregoing provisions of clause 6.1.4, including clause 6.1.4(e).

## **6.2 Meal breaks - employees of Local Authorities**

- 6.2.1 Employees shall be entitled to a meal break of not less than one-half hour and not more than one hour for a meal. The time allowed for such meal break shall commence not later than 6 hours after the ordinary starting time each day.
- 6.2.2 The duration of a meal break having been determined as the recognised meal break in accordance with clause 6.2 may only be altered by mutual agreement to a proposed change by giving of one week's notice to the employee concerned.

## **6.3 Rest pauses**

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

### *6.3.2 Rest pauses - employees of Local Authorities*

- (a) Where practical every employee shall be entitled to a rest pause of 10 minutes' duration in the employer's time in the first and second half of the working day. Such rest pauses shall be taken at such times as will not interfere with continuity of work where continuity is necessary.
- (b) The employer after consultation with the employees concerned may determine that the rest pauses may be combined into one 20 minute rest pause, to be taken in the first part of the ordinary working day, with such 20 minute rest pause and the meal break arranged in such a way that the ordinary working day is broken up into 3 approximately equal working periods.

## **6.4 Overtime**

- 6.4.1 All time worked outside, or in excess of the ordinary working hours on any one day shall be deemed overtime and shall, except as hereinafter provided, be paid for at the rate of time and a-half for the first 3 hours, and double time thereafter:

If employees are called upon to work overtime commencing on Saturday they shall be paid at the rate of time and a-half for the first 3 hours and double time thereafter, with a minimum of 2 hours' work or payment therefor.

All work done on Sunday shall be paid for at the rate of double time with a minimum of 2 hours' work or payment therefor.

- 6.4.2 For the purpose of this Award the hourly rate shall be computed as 1/40th part of the full-time wage with the exception of those employees of Local Authorities where the divisor will be 1/38th.
- 6.4.3 No overtime shall be worked without the permission of or under instructions from the employer or their duly authorised representative, and the payment for same shall be claimed, adjusted, and made at the next ensuing

date for payment.

- 6.4.4 No overtime shall be paid in the event of the survey party having to travel by train or other conveyance when moving from one survey camp to another.

Clause 6.4.4 shall not apply if the employee has worked 4 hours or more at field work on the day occupied in travelling.

6.4.5 *Meal Allowances - employees of Local Authorities*

- (a) An employee, other than an employee living in camp, who is required to continue work after the usual ceasing time shall be supplied with a reasonable meal at the Local Authority's expense, or be paid \$9.60 in lieu thereof, after 2 hours, or after one hour if overtime continues beyond 6.00 p.m.

If the employee continues to so work they shall be allowed an additional meal or \$9.60 in lieu thereof for each completed 4 hours' work after the first hour.

- (b) Where notice of intention to work overtime has been given and an employee has been provided with a meal or meals and such overtime is not worked, they shall be paid the sum of \$9.60 for each meal so provided.

- (c) An employee who is required to continue work after their usual ceasing time shall be entitled to a 30 minute crib break after 2 hours or after one hour if overtime continues beyond 6.00 p.m.

After each further period of 4 hours the employee shall be allowed 45 minutes for crib. No deduction of pay shall be made in respect of any such crib breaks.

## **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 of 4 weeks.

For the purposes of clause 7.1 "year of employment" shall mean and include any year of employment completed on or after 3 December 1973.

- 7.1.2 Such annual leave shall be exclusive of any public holiday which may occur during the period of that annual leave and (subject to clause 7.1.3) shall be paid for by the employer in advance:

- (a) In the case of any and every employee in receipt immediately prior to that leave of ordinary wages at a rate in excess of the ordinary wages payable under clauses 5.2 and 5.3, at that excess rate; and

- (b) In every other case, at the ordinary time rate payable to the employee concerned immediately prior to that leave.

- 7.1.3 If the employment of any employee is terminated at the expiration of a full year of employment, the 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, their pay, calculated in accordance with clause 7.1.5, for 4 weeks and also their 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, an amount equal to 1/12th of their pay for the period of their employment calculated in accordance with clause 7.1.5.

Reasonable notice shall be given to each employee of such annual leave becoming due.

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

Annual leave shall be given in addition to any notice for termination of service.

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) All employees.- Subject to the provisions of clause 7.1.5(b), 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;
  - (ii) a further amount calculated at the rate of 17.5 % of the amounts referred to in clauses 7.1.5(a)(i).
- (b) Clause 7.1.5(a) does not apply to:
- (i) Any period or periods of annual leave exceeding 4 weeks.
  - (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.

## **7.2 Sick leave**

### *7.2.1 Entitlement*

- (a) Every employee, except casuals and school based apprentices and trainees, is entitled to 8 days' (60.8 hours in the case of employees of Local Authorities) sick leave for each completed year of their employment with their employer.
- (b) This entitlement will accrue at the rate of one day's (7.6 hours in the case of employees of Local Authorities) sick leave after each 6 weeks of employment.
- (c) Payment for sick leave will be made based on the ordinary number of hours that would have been worked if the employee were not absent on sick leave.
- (d) Sick leave may be taken for part of a day.
- (e) Sick leave shall be cumulative, but unless the employer and employee otherwise agree, no employee shall be entitled to receive, and no employer shall be bound to make, payment for more than 13 weeks' absence from work through illness in any one year.
- (f) Part-time employees accrue sick leave on a proportional basis.

### *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 to the employer's satisfaction, 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; or
- (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.

## **7.3 Bereavement leave**

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

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

#### 7.3.2 Long-term casual employees

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

#### 7.3.3 "Immediate family" includes:

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

#### 7.3.4 Unpaid leave

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

### 7.4 Long service leave

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

### 7.5 Family leave

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

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

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

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

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

### 7.6 Public holidays

#### 7.6.1 Subject to clause 7.6.7 all work done by any employee on:

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

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

#### 7.6.2 *Labour Day*

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

#### 7.6.3 *Annual show*

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

#### 7.6.4 *Double time and one half*

For the purposes of clause 7.6, where the rate of wages is a full-time rate, "double time and a-half" shall mean one and one-half day's wages in addition to the prescribed full-time 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 their employer during the month of December in any year, shall be re-employed by that employer at any time before the end of the month of January in the next succeeding year shall, if that employee shall have been employed by that employer for a continuous period of 2 weeks or longer immediately prior to being so dismissed or stood down, be entitled to be paid and shall be paid by their employer (at the ordinary rate payable to that employee when so dismissed or stood down) for any one or more of the following holidays, namely, Christmas Day, Boxing Day, and the first day of January, occurring during the period on and from the date of their dismissal of standing down to and including the date of their re-employment as aforesaid.

#### 7.6.6 *Casuals*

Casual employees who are not allowed to work on any of the holidays mentioned in clause 7.6.1, 7.6.2 and 7.6.3 or on any other day appointed under the *Holidays Act 1983*, to be kept in place of such holiday, shall be paid the ordinary casual rate for the time usually worked on the days of the week upon which such holiday shall fall.

#### 7.6.7 *Substitution of holidays - employees of Local Authorities*

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

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 **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 Camp allowance and accommodation**

8.1.1 Where for the performance of their work it is necessary for an employee to live in a camp provided by the employer either because there are no reasonable transport facilities to enable such employee to travel to and from their home each day or because such employee is directed to live in such camp:

- (a) Such employee shall be paid a camping allowance of \$11.00 for each day (including Saturday and Sunday) they live in camp.

When an employee lives in a camp during the week and returns home for a weekend or part of a weekend but does not absent themselves from the job for any of the ordinary working hours, they shall be paid camping allowance for 5 days.

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 5 days.

- (b) The camp shall be provided free of charge by the employer, with accommodation of a standard which is in accordance with the provisions prescribed in clauses 8.2, 8.3 and 8.4.

### **8.2 Established camps**

Where employees are required to live in camp for a period of 3 months or more at any one site the following minimum standards shall apply:

#### *8.2.1 Living accommodation*

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

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

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

- (b) All accommodation shall be lined and ceiled with such material as will facilitate washing of walls and ceilings.
- (c) The floor shall be covered with suitable floor covering.
- (d) Each unit, caravan or compartment shall be fully enclosed and shall have a door which can be locked and each occupant shall be supplied with a key which shall be returnable on their vacating the unit, caravan or compartment.
- (e) Each unit, caravan or compartment shall be fitted with weatherproof windows or louvres and shall be screened to prevent the entry of insect pests.
- (f) Each unit, caravan or compartment shall be supplied with the following fixtures and furnishings for each occupant:
- (i) A wardrobe of minimum dimensions of 500mm depth 600mm width and 1800mm height.
  - (ii) A single household type bed with either rubber, foam or innerspring mattress with a pillow and loose detachable, washable covers for mattress and pillow. Such covers shall be washed after being used by any person prior to being issued to any other employee. The bed shall have minimum dimensions of 900mm width and 1930mm length.
  - (iii) At least 3 coat hooks.
  - (iv) A mirror.

- (v) A towel rack.
- (g) In addition each hut, unit, caravan or compartment will be equipped with the following:
  - (i) One table.
  - (ii) One chair or bench seat per employee.
  - (iii) One ceiling light and 2, 3 point sockets to which electrical appliances may be connected.
  - (iv) A broom and waste basket each of which shall be a personal issue.
- (h) All units and caravans shall be capable of being connected to electricity.
- (i) Wherever it is practicable, electric power shall be supplied at all established camp sites either by connection to the local power supply or by generation of power on the site. However, if circumstances render the supply of electricity impracticable, then L.P. Gas or pressure lamps may be supplied.
- (j) Each unit or caravan shall have an awning attached and such awning shall be the length of the unit or caravan and not less than 1.8 m in width and 2.1 m high and shall have a concrete or wooden floor.
- (k) Tents shall not be used as camping accommodation except in circumstances such as difficult terrain where it is not reasonably practicable to use accommodation of the type in clause 8.2, and in such cases tent poles and floor boards shall be supplied.

#### 8.2.2 *Married living accommodation*

Accommodation supplied for an employee and partner and/or family shall be of a standard at least equal to that of a single employee's accommodation prescribed by clause 8.2.

#### 8.2.3 *Laundry facilities*

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

- (a) One 55 l copper with stand together with a bench, wash trough or 2 wash tubs for every 8 employees or less, or
- (b) A washing machine and adequate supplies of hot water, on the basis of one washing machine for each 15 employees or lesser number together with bench, wash trough or 2 wash tubs for each 8 employees or less.

Suitable clothes drying facilities shall also be supplied.

#### 8.2.4 *Showers*

Shower units with dressing space completely protected from the weather shall be provided at the ratio of one to every 8 employees or lesser number. Hot and cold water shall be available to each shower unit.

The bathroom shall be placed in such a position as to prevent any pollution of the drinking water, and such bathroom shall be properly drained and maintained in a clean and hygienic condition.

#### 8.2.5 *Wash basin*

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

#### 8.2.6 *Toilets*

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

#### 8.2.7 *Accident and sickness*

- (a) When employees are injured seriously or fall seriously ill at their work, the employer shall provide means of getting them to the nearest hospital or pay expenses of transmission to hospital.

- (b) First-aid kits in suitable and secure cases shall be provided at central positions on the works so as to be at all times readily available for the use of the employees.
- (c) Where the services of a qualified employee are available, an employee shall be appointed by the employer to perform first aid duty and shall be paid \$5.20 per week in addition to their ordinary rates.

#### 8.2.8 *Communications*

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

#### 8.2.9 *Postal facilities*

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

#### 8.2.10 *Fire prevention*

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

#### 8.2.11 *Shelter on job*

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

#### 8.2.12 *Supply of hot water*

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

#### 8.2.13 *Drinking water*

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

#### 8.2.14 *Camp attendant*

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

#### 8.2.15 *Employees caravan facilities*

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

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

#### 8.2.16 *Cooking and dining accommodation*

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

- (a) Communal kitchen and dining accommodation:
  - (i) Kitchen facilities - The minimum requirements for 8 employees shall consist of a weatherproof insect screened structure with wooden or concrete floor with suitable floor coverings; 2 fuel stoves or 2, 3 burner gas stoves, or 2, 3-plate electric stoves; 1 electric or gas 9 l capacity hot water urn; 2 stainless steel sink units connected to hot and cold water; cupboard space for the hygienic storing of cooking and eating utensils and food; 800 litres of refrigeration for the storage of perishable foodstuffs; adequate table or bench space for the preparation of meals; and adequate ceiling lighting and 2 power outlets.

- (ii) Dining and recreation facilities - A dining and recreation room shall be provided, the minimum requirements for 8 employees or less being a weather proofed, insect screened structure with wooden or concrete floor with suitable floor covering; 2 tables with adequate seating accommodation; and adequate ceiling lighting and 2 power points.

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

Where practicable, dining facilities shall be air-conditioned.

(b) Unit cooking and dining

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

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

(c) Mess system

Where a gang of 20 employees or more prefer the mess system, the following provisions shall apply:

- (i) The employer shall allow the wage of one employee at the minimum rate toward the expense of a cook provided by the gang. Where such gang number 10 or more, but less than 20, the employer shall make a *pro rata* allowance, provided it is not reasonably practicable that these employees join the mess of another gang.
- (ii) A suitable kitchen with all necessary equipment shall be provided.
- (iii) A dining room of standards as set out in clause 8.2.16 (a)(ii) (Dining and recreation facilities) shall also be provided.
- (iv) Every such mess shall have a committee of management appointed by the workers, whose names shall be notified from time to time to the engineer in charge of the particular work, and such committee of management shall be personally responsible for the conduct and management of the mess and for the loss or damage of any of the articles supplied to the mess by the employer and return of the same, fair wear and tear excepted.

### 8.3 Temporary camps

8.3.1 Camps of less than 3 months' duration and not covered by clause 8.2 shall be referred to for the purposes of this Award as "temporary camps".

8.3.2 Notwithstanding any other provisions of clauses 8.2, 8.3 or 8.4, where employees are required to live in camp on an irregular or short term basis, reasonable and sufficient standard shall mean:

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

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

- (b) Provision of facilities as provided for in clause 8.2.1.
- (c) Suitable toilet, washing, cooking and dining facilities.
- (d) Refrigeration of not less than 100 litres per person.

### 8.4 General

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

#### 8.4.1 *Fuel and gas*

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

#### 8.4.2 *Vehicles - Not allowed on camp site*

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

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

#### 8.4.3 *Moving camp*

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

### **8.5 Fares**

The employee must proceed by the most direct route to the job, and shall be allowed fares both ways from the place of engagement, payable on the termination of 6 months' service, or when the camp is disbanded, whichever is the shorter period.

### **8.6 Travelling arrangements - camp provided**

8.6.1 The provisions of clause 8.6 shall apply to employees of Local Authorities and to employees of contractors to Local Authorities and the Commissioner of Main Roads and subcontractors thereto.

8.6.2 Where a camp or caravan is situated:

- (a) Within a radius of 150 km of the recognised centre employees will be transported to and from such centre on a full-time basis by the employer;
- (b) Outside a radius of 150 km of and within a radius of 300 km of the recognised centre the employees will be transported to and from such centre on a fortnightly basis by the employer;
- (c) Outside a radius of 300 km of the recognised centre the employees will be transported to and from such centre on a 4 weekly basis by the employer.

8.6.3 Travelling time between the camp or caravan and the recognised centre is to be paid for at ordinary rates;

- (a) Except as hereinafter provided, for the purposes of clause 8.6 "recognised centre" means the principal post office in the nearest town as defined;

"Town" means an acknowledged residential centre with at least a hotel and shopping facilities;

- (b) In the case of Local Authority employees, for the purposes of clause 8.6 "recognised centre" means the nearest Council depot to the camp or caravan.

8.6.4 The ordinary working hours shall be 40 in each week exclusive of travelling time provided for by clause 8.6.

8.6.5 The ordinary hours of duty including the starting and ceasing times may be arranged by mutual agreement between the employer and the Union provided that the number of ordinary hours worked shall not exceed 40 per week in the case of employees covered by clause 8.6.2(a) or 80 per fortnight in the case of employees covered by clause 8.6.2(b) or 160 per 4 weekly cycle in the case of employees covered by clause 8.6.2(c):

- (a) Provided that in Local Authorities the ordinary hours worked shall not exceed 38 per week in the case of employees covered by clause 8.6.2(a) or 76 per fortnight in the case of employees covered by clause 8.6.2(b) or 152 per 4 weekly cycle in the case of employees covered by clause 8.6.2(c).
- (b) The appropriate notice by either party to terminate any agreement reached in accordance with these provisions shall be as follows:
  - (i) In the case of clause 8.6.2(a) - 1 week;



(ii) In the case of clause 8.6.2(b) - 2 weeks;

(iii) In the case of clause 8.6.2(c) - 4 weeks.

8.6.6 Where transport between the camp or caravan and the recognised centre is not provided by the employer and the employee agrees to use their own vehicle, they shall be paid 15.67c per kilometre travelled.

8.6.7 Employees using their own vehicles pursuant to clause 8.6.6 and who agree to transport persons, stores, and/or other materials between the camp or caravan and the recognised centre shall be paid travelling time at overtime rates.

8.6.8 The above mentioned provisions shall not act to reduce any existing arrangements relating to travelling between recognised centres and camps or caravans that have been made between any employer and any group of their employees which are more favourable.

## **8.7 Fares - Construction employees, Weipa area**

8.7.1 In lieu of the provisions elsewhere contained for fares the following provision shall apply to employees engaged on construction work in the Weipa area:

(a) Except in the case of employees who are normally resident in Weipa or whose first inquiry for employment is made in person at Weipa, employees shall have their air fares provided by the employer when travelling to Weipa to start work.

Upon termination of employment for other than serious misconduct, such employees shall be paid the equivalent of return air fares from Weipa to the point of engagement: Provided that, except in the case of employees who leave their employment for legitimate compassionate reasons, such employees continue to carry out their duties for a period of at least 8 weeks.

(b) Employees entitled to the provisions of clause 8.7.1(a) shall also be entitled to leave without pay as agreed between the employer and employee and free air fares from Weipa to Cairns and return after the first 8 weeks of employment and thereafter at the end of each succeeding period of 8 weeks' employment: Provided such air fares are availed of and employment at Weipa continues thereafter.

8.7.2 The employees subject to mutual arrangement with the employer, can nominate to take such leave at any time during the 4 weeks following the date of entitlement without affecting their future entitlements which shall occur every 8 weeks from the date of their original engagement.

The provisions of clause 8.5 shall not apply to employees covered by clause 8.7.

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

### **9.1 Training**

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

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

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

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

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

### **10.1 Wet weather**

10.1.1 The surveyor 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 surveyor, and shall do work such as making pegs, mending and cleaning, etc., which can be carried on under cover, such as that of a tent fly, if the surveyor so requires.

10.1.3 An employee to whom weatherproof clothing or adequate shelter is not immediately available and accessible, and who in the course of, and during the hours of their employment, gets their clothes wet from rain, shall be

entitled to be paid at double rates.

10.1.4 Such payment shall continue until they finish work for the day or are able to change into dry clothing:

10.1.5 Employees entitled to payment under clause 10.1 shall not be entitled to payment under clause 5.5.4 .

## **10.2 Accident and sickness**

When employees are injured seriously or fall seriously ill at work, the employer shall provide means of getting them to the nearest hospital.

First aid kits in suitable and secure cases shall be provided and be at all times readily available to the employees.

## **10.3 Water bags**

Covered water buckets or water bags shall be supplied by the employer for the use of the employees.

## **10.4 Leggings**

Suitable leggings shall be supplied by the employer on request to surveyors' labourers whilst working in undergrowth, such leggings to remain the property of the employer.

## **10.5 Cooks**

10.5.1 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 they (the cook) shall pay their share of the mess account.

10.5.2 Where no cook is employed, a member of the party will be instructed by the surveyor to do any necessary cooking for the party, and will be paid overtime rates as set out in clause 6.4 for all time worked in excess of the hours specified in clause 6.1.

## **10.6 Provision account**

All accounts in connection with the 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. Should an employee leave or be discharged prior to the monthly settlement of the mess account, they shall be charged the average for the preceding month.

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

## **Preamble**

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

## **11.1 Right of entry**

### *11.1.1 Authorised industrial officer*

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

### *11.1.2 Entry procedure*

- (a) The authorised industrial officer is entitled to enter the workplace during normal business hours as long as:
  - (i) the authorised industrial officer alerts the employer or other person in charge of the workplace to their presence; and
  - (ii) shows their authorisation upon request.
- (b) Clause 11.1.2(a)(i) does not apply if the authorised industrial officer establishes that the employer or other person in charge is absent.

- (c) A person must not obstruct or hinder any authorised industrial officer exercising their right of entry.
- (d) If the authorised industrial officer intentionally disregards a condition of clause 11.1.2 the authorised industrial officer may be treated as a trespasser.

#### 11.1.3 *Inspection of records*

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

#### 11.1.4 *Discussions with employees*

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

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

#### 11.1.5 *Conduct*

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

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

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

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

11.2.2 The time and wages record must also contain:

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

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

11.2.3 The employer must keep the record for 6 years.

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

### **11.3 Union encouragement**

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

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

#### *11.3.2 Union delegates*

- (a) Union delegates and job representatives have a role to play within a workplace. The existence of accredited Union delegates and/or job representatives is encouraged.
- (b) The employer shall not unnecessarily hinder accredited Union delegates and/or job representatives in the reasonable and responsible performance of their duties.

#### *11.3.3 Deduction of Union fees*

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

### **Schedule**

*List of employers with Second Tier Orders which to varying degrees modify the Provisions of this Award*

Employer	Case No.	Date of Order
Employees of Contractors and Subcontractors	B166/89	25.10.89
Local Government	B368/88	02.03.89
Local Government	B368/88	23.06.88

Dated 12 August 2003.

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

Operative Date: 13 October 2003